

U.P. RURAL INSTITUTE OF MEDICAL SCIENCES & RESEARCH
SAIFAI (ETAWAH) – 206 301

Tender No. : RIMS&R/MM/EQUIP / /11-12

Number of Pages : 17 + Annexure of Specifications

**Tender Fee : Rs 1000/- (Rupees One Thousand) Only
(Non Refundable)**

Date of Submission : As per NIT Schedule

Date of Opening : As per NIT Schedule

Date of Opening: Please go through the terms and conditions of this non-transferable documents thoroughly and offer your best rates on the format enclosed/letter head of your firm (as per format enclosed) duly typed, signed & stamped..

Address for communication:

**Joint Director (MM),
Tel. - : 05688 – 276529, Fax: 05688 – 276529
Finance Officer,
Tel. - : 05688 – 276594, Fax: 05688 – 276599
UP Rural Institute of Medical Sciences & Research,
Saifai, Etawah – 206 301 (UP)**

EQUIPMENTS

04303200702304

INDEX-SHEET

Sl. No.	Particulars	Page No.
1.	Notice Inviting Tender	: 01
2.	Check List	: 02
3.	Details about Tenderer	: 03
4.	Details of financial aspects	: 04
5.	Declaration	: 05
6.	Format of Equipment details	: 06
7.	Format of CMC	: 07 to 08
8.	Special Terms & Conditions	: 09 to 10
9.	Price-Bid format	: 11
10.	General Terms & Conditions	: 12 to 17

NOTICE INVITING TENDER

Sealed Tenders are invited for procurement of (a) Drugs & Medicines, Surgical Consumables including dressing materials & Sutures and Diagnostic Items (Chemicals, Reagents, Kits, Plastic ware and Glass Ware) (b) Medical Equipments.

- (1) In case of Drugs & Medicine and Surgical Consumables including dressing materials from the reputed & genuine Manufacturers / Importers;
- (2) In case of Chemicals, Reagents, Kits, Plastic ware and Glass Ware from the Manufacturer/Authorized Distributors and
- (3) In case of Medical Equipments from the Manufacturers/Authorized Distributors

The turn over limits are as under:-

Sl. No.	Category of the Product	Minimum Turn Over
01	Drugs & Medicines	Rs 25 Crore
02	Surgical Consumables including dressing materials & Sutures	Rs 20 Crore, However it can be relaxed to the manufacturer of Cotton Gauge, bandage, OT Dress upto 50 Lacs.
03	Diagnostic Items (Chemicals, Reagents, Kits, Plastic ware and Glass Ware)	Rs 50 Lac
04	Medical Equipments/Consumables (Departments:- Microbiology, Surgery, Dentistry, Neuro surgery, T.B. & R.D., Paediatrics, Medicine.	Not Applicable

The tender documents can be obtained during working hours from the Materials Management Department on payment of non refundable tender cost of Rs 1000/- (Rupees One Thousand) only in the shape of demand draft / pay order drawn in favour of "Finance Officer, UP RIMS&R", payable at Saifai (ETAWAH) along with an application on firm's letter head (Demand Draft/Pay Order of tender fee shall be made from the date of sale of tender documents and closing date of sale of the tender documents). The tender documents can also be downloaded from the Institute Web site www.rimsnr.ac.in and can be submitted alongwith tender cost of Rs 1000/- only in the form of demand draft / pay order as narrated above and should be enclosed with desired amount of EMD. In case the tender documents are required through speed post/courier, Rs 100.00 (Rupees One Hundred Only) may be added as postal charge. Schedule of Tender process is as follows:-

Category of the Product	Starting date of sale of tender documents (within working hours)	Closing date of sale of tender documents (within working hours)	Last date for submission of tender (with in working hours)	Time & Date of technical bid opening
Drugs and Medicines	02 Jan. 2012	14 Jan. 2012	16 Jan. 2012	17 Jan 2012 (1100 Hrs and onward)
Surgical consumables including dressing materials & Sutures	02 Jan. 2012	14 Jan. 2012	16 Jan. 2012	17 Jan 2012 (1100 Hrs and onward)
Diagnostic Items (Chemicals, Reagents, Kits, Plastic Ware & Glass Ware	02 Jan. 2012	14 Jan. 2012	16 Jan. 2012	17 Jan 2012 (1100 Hrs and onward)
Medical Equipments/Consumables	02 Jan. 2012	14 Jan.2012	16 Jan. 2012	18 Jan 2012 (1100 Hrs and onward)

In case, the date mentioned above is declared Government Holiday, the date shall automatically be shifted to the next working day. Offers received within the stipulated period will only be considered. Institute shall not be responsible for any postal delay.

The Director reserves the right to accept or reject/cancel the tender as a whole or part without assigning any reason thereof.

s/d
DIRECTOR

To,

The Director,
UP RIMS&R,
Saifai, Etawah – 206 301.

Subject: Tender Enquiry No.: _____

Sir,

I have gone through the terms and conditions laid down in the tender documents and accept the same.

I am hereby submitting the technical bid and enclosing the documents as per details given below:

CHECK LIST

S.No.	Name of Documents	Page No. (From-To)
1.	Details of EMD-TDR/FDR No. _____ Date of issue _____ Name & address of Bank issuing TDR/FDR _____ For Rs. Only. (This EMD is being enclosed alongwith the technical bid).	_____ _____
2.	Tender documents duly signed on all pages. (Yes/No)	_____
3.	The name of agency e.g. US-FDA, CEE, WHO-GMPDQA etc. Certifying the quality of products quoted.	_____ _____
4.	Attested copies of valid manufacturing/import license as the case may be.	_____
5.	List of procurement agencies of repute to whom the tendered products have been supplied during last twelve months with proof.	_____
6.	Non conviction/No pending conviction certificate issued by Notary.	_____
7.	Attested copies of audited balance sheet/certificate issued by the Banker/Chartered Accountant for preceding two years to know Financial status of the tenderer.	_____
8.	Attested copies of CST/VAT registration	_____
9.	Documentary evidence like company by laws etc. so as to vouch the status of the tenderer.	_____ _____
10.	Attested copies of PAN (Permanent Account Number)	_____
11.	Catalogue of the product.	_____
12.	Letter of authority for quoting the product on behalf of Principle/Manufacturer.	_____ _____

Certified that each and every page of the tender documents are serially numbered and signed by me.

Yours faithfully,

SEAL OF THE

TENDERER

Signature and Name of the authorized
Signatory

Designation

Name of the company (Tenderer)

Note: Tender Fee enclosed alongwith “Technical Bid” if downloaded.

DETAILS ABOUT TENDERER

General:

1. (a) Name of the Tenderer :
- (b) Status of the Tenderer :
- (i) Manufacturer/Importer:
- (ii) Proprietorship/ :
Partnership/Company
2. Full Postal Address :
.....
.....
3. Telephone No. :
4. Mobile No. :
5. Fax No. :
6. E-mail Address :
7. (a) Name of procurement agencies with whom :
the tenderer is registered
- (b) Name of procurement agencies to whom :
Items have been supplied during last 12 months:
- (c) Has the tenderer ever been black listed/debarred:
by any procurement agency? If yes give details.
8. (a) Is there any case pending in the court of law? :
If yes, give details (attach separate sheets) like
Name of items, nature of complaints etc.
- (b) Has the tenderer ever been convicted? If yes, :
Give details. If not enclose are affidavit of
Non-conviction certificate.

DETAILS ON FINANCIAL ASPECTS

1. **Financial Status (Annual Turn Over) of the tenderer. Please furnish attested copies of audited balance sheet/certificate by the Banker/ Chartered Accountant for preceding two years to know financial status of the tenderer.**

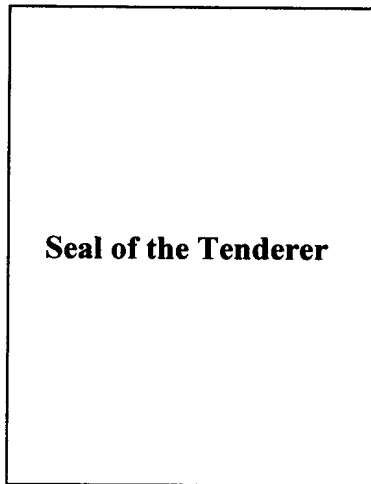
(Rs. In Lacs)

2. (a) **Annual Turn Over** :
- (b) **Facilities available from Bank** :
- (i) **Over draft facilities** :
- (ii) **Over draft facilities against Hypothecation** :
- (iii) **Others** :
3. **Name and address of the Banker** :
4. **Name and address of the Chartered Accountant** :
5. **Furnish the following information with documents:-**
- (i) **Income Tax PAN** :
- (ii) **Central Sales Tax Registration** :
- (iii) **VAT Registration No.** :
- (iv) **Service Tax Registration No.** :
6. **Name and address of the Billing Agency** :
- /Distributor/Dealer, if any**

DECLARATION

I _____ Prop/Partner/ Director of M/s
_____ hereby declare that the
information given in this Tender is true and correct to the best of my knowledge and belief.

**Signature and Name of the
Authorized Signatory**



Designation

Date

Place

Warning: Subsequently, if information furnished in this tender found incorrect, tenderer is liable be penalized including the Blacklisting.

FORMAT OF EQUIPMENT DETAILS

(To be enclosed along with Technical Bid)

1. **Name of Equipment :**
2. **Technical Specification : (as per enclosed sheet)**
3. **List of essential accessories:**

a.

b.

c.

d.

e.

.

.

4. **List of optional accessories:**

a.

b.

c.

d.

e.

.

.

5. **List of consumables:**

a.

b.

c.

d.

e.

.

.

- Note:**
1. **List of probable spare parts must be attached.**
 2. **List of consumables must be attached.**
 3. **Undertaking for availability of spares & consumables atleast for 10 (ten) years.**
 4. **Do not quote rates in the technical bid.**

FORMAT OF CMC
AGREEMENT FOR AMC

MODE OF AMC: COMPREHENSIVE

An agreement is hereby made on the _____th day of _____ 2012 between U.P. RURAL INSTITUTE OF MEDICAL SCIENCES & RESEARCH, SAIFAI, (herein after referred to as First Party) and M/s _____, herein after referred to as second party) for *Comprehensive Maintenance Contract* (herein after referred to as CMC)

Whereas the second party undertakes the maintenance of equipment as detailed in Annexure-A and supply of Genuine Spare parts thereof subject to following terms and conditions:-

1. **CMC VALUE:-** The value of CMC will be Rs. _____ per annum exclusive of Service Tax. The expenditure on spare parts will be borne by the company.
2. **PERIOD:-** The agreement will be for a period of one year initially. However it can be renewed on yearly basis subject to satisfactory performance and recommendation for the same by the nodal officer nominating by the Director of the Institute for maximum of five year. However the Institute is free to terminate this agreement after one year without assigning any reason.
3. **TAXES & DUTIES:-** Service Tax as applicable will be extra.
4. **PLACE:-** The place of maintenance of the equipment will be the installation site at UP RIMS&R Saifai. In the event of any major break down if repairs can not be carried out at the Institute, the defect will be got rectified at any service centre as the second party thinks proper after approval of the Institute but dismantling, packing, forwarding, transportation and insurance charges etc, if any would be borne by the second party.
5. **PAYMENT:-** Full payment would be released on yearly/half yearly basis on the recommendation of Head (s) of Department will certify. The firm is required to submit payment bills separately.
6. **SCOPE:-**
 - (a) The equipment covered under this contract shall be repaired and rectified on site and when the same is reported to be put out of order. The cost of the genuine/original spares required for maintenance of the equipments shall be borne by the second party.
 - (b) The Second party will ensure the five preventive maintenance (PM) of the equipments to check and repair of the equipments for preventive maintenance and attend any number of breakdown calls reported to them. The service engineer of the firm shall be required to submit a service report to the office of JD (MM) of each visit duly countersigned by the HOD Concerned.

- (c) Spare parts requiring replacement which are required to be imported will have to be procured by the second party at his cost in accordance with the relevant provisions in force at that time. Indian Agency Commissions/Technical service charges, if any would not be payable.
 - (d) Second party's engineers will have to make entries in departmental log book for each equipment.
7. **INFLATION CHARGES:-** The annual increase in value of annual maintenance contract/service charges will 10% of the original value of contract.
 8. **UPTIME Guarantee:-** The second party shall guarantee 95% (Ninety Five Percent) uptime of the equipments covered under this contract during any calendar year.
 9. **CLARITY ON DOWN TIME:-** A breakdown for 2 (Two) hours of more in a day shall not be considered on the Institute.
 10. **PENALTY:-** Downtime period will be extended twice without any additional financial burden on the Institute.
 11. In the event of any dispute or differences arising in connection with this agreement whether during substances of the agreement or thereafter not being settled in aforesaid manner, the matter shall be referred to the director of the Institute for appointing an arbitrator whose decision shall be final and binding on both the parties. The proceeding before the arbitrator would be governed by the provision of the ARBITRATION & CONCILIATION ACT, 1996.
 12. No party shall be allowed to be represented by the lawyer during the contract period.

Institute Side

Service Provider Side

SPECIAL TERMS AND CONDITIONS FOR TENDERERS

1. **Effort has been made to generalize the specification of tendered items. Prospective vendors are advised to revert back in case of any discrepancy within 10 days from the date of sale of tender, failing which no request/representation in subsequent dates will be entertained.**
2. **The prospective vendors are advised to quote only one model of their choice meeting the specifications as laid down in the tender.**
3. **Tenderer must ensure that the rates quoted are as per given format. All rates quoted rates should be unconditional and FOR destination i.e. UP RIMS&R Saifai (ETAWAH). The Institute would not own the responsibility for clearance of consignment from any road, rail or postal terminals.**
4. **Institute will own responsibility only for issuance of road permit on request, but not for Form C or Form D or any concessional form.**
5. **Plea of clerical error, typographical error etc, committed by the tenderer would not be accepted, unless intimated prior to the opening of price bid. No correspondence what so ever will be entertained after opening of price bid.**
6. **The price quoted by tenderer shall not in any case exceed the controlled price, if any fixed by Central/State Government and maximum Retail Price (MRP).**
7. **Clearance of consignment from Customs shall be arranged by the Vendor. The payment of custom duty & clearance charges shall be paid on actual basis on submission of documentary evidence in original as per following guide lines:**
 - a. **Payment towards customs etc. paid to Govt. a/c on actual basis.**
 - b. **No penalty whatsoever paid will be reimbursed.**
 - c. **No demurrage whatsoever paid will be reimbursed.**
 - d. **For other misc. expenditures like computer charges, development order charges, photocopy charges, lifting charges, unpacking & repacking charges, examination charges, local conveyance charges etc, amount will be reimbursed on actuals, subject to a maximum of 1% of FOB value of the equipment to be termed as service charges.**
 - e. **Transportation from airport/seaport in India to UPRIMS&R, Saifai, Etawah will not be applicable as the rates have to be quoted FOR, UPRIMS&R, Saifai, Etawah.**
8. **Affidavit where ever required should be post tender publication date.**
9. **Non fulfillment of the following will be the cause of rejection of the tender:-**
 - (a) **Tenderer must ensure that price bid shall be on the format given in the tender documents.**
 - (b) **Price bid should be clearly typed only. Hand written/ Xerox price bid will not be accepted in any circumstances.**
 - (c) **Price will be quoted clearly by the figures as well as in words.**
 - (d) **Price Bids must be in original and duly signed and stamped by the tenderer.**

10. **After issuance of supply order, usually no deviation on any terms and conditions would be accepted, however in the interest of patient care & Institute, Director reserve the right to take decision on the matter.**
11. **Institute requires comprehensive warranty & Guarantee of the equipment for 05 (Five) years from the date of installation. Bidders are advised to specify clearly and part/component not covered under comprehensive warranty/guaranty.**
12. **After warranty of 05 years, CMC would be executed @ 3% of Value with 10% escalation each year. Bidders are advised to consent on the format of CMC enclosed. Any hikes in rates of CMC(more then 3%)will be added with the basic cost of equipment to decide the L1 status.**
13. **The vendor shall furnish unconditional Performance Bank Guarantee (PBG) or TDR or FDR pledged in favour of Finance Officer, UPRIMS&R, Saifai, Etawah @ 10% of the order value of FOB value including IAC (conversion rate would be applicable as on date of opening of LC) valid for 05 years & 03 months (towards warranty with grace period) from the date of installation and this will be released after successful completion of warranty period. This amount of performance security so calculated should be rounded off in thousand (upper side).**
14. (a) **In case of indigenous supply, payment shall be made after satisfactory supply and installation wherever applicable and receipt of un conditional performance bank guarantee from nationalized bank valid for 5 years and 3 months**

(b) **In case of foreign supply, the payment will be made through irrecoverable letter of credit after acknowledgement of supply order. Letter of Credit is made at 100% i.e. 80% would be released against shipment and remaining 20% within 3 months after satisfactory installation of the equipment and on submission of Performance Bank Guarantee.**
15. **Earnest Money Rs. shall be paid in the shape of TDR or FDR (submission of Demand Draft will cause the rejection of the tender), drawn in favour of the Finance Officer, UP RIMS&R and payable at Saifai, Etawah (UP), India. If the contractor fails or neglects to observe or perform any of his/her obligations under the tender terms, it shall be lawful for the purchaser to forfeit the Earnest Money Deposit/performance security furnished by the vendor in part or full at sole discretion of the Director, UPRIMS&R, Saifai, Etawah. Previous EMD with UPRIMS&R, if any, will not be linked with this tender. Non submission of EMD with tender documents, will summarily amount to rejection.**
16. **Conditional offer may amount to rejection of the tender.**

PRICE BID FORMAT

(I) Name of the equipment :

**(In INR, US\$, EURO,
J.YEN,)**

(II) Cost of the essential accessories :

- a.
- b.
- c.
- d.
- e.

Total amount of in figure (I + II) = :

Warranty period months

C.M.C. for months post warranty period (Please refer point no. 11 of special Terms & Conditions)

Ist Year

IInd Year

IIIrd Year

IVth Year

Vth Year

Total value of C.M.C.

Note : For comparison purposes, conversion rate of last date of submission of tender documents will be taken into consideration.

Seal of the tenderer

Signature :
Name:
Detail of the tenderer:

GENERAL TERMS & CONDITIONS FOR TENDERERS

The following terms & conditions should be complied with while submitting tender:

1. Tender under sealed cover should be submitted in Material Management Department of the Institute, located at ground floor of administrative block.
2. **Sealed tenders should be submitted in two-bid system. The Earnest Money and Technical Bid shall be submitted in first part in one envelope, while price bid will be submitted in second part in another envelope, both separately sealed and put in one larger envelope duly sealed and with inscription of or mentioning the tender No., equipments/ machine, instruments name and last date of submission along with tender's full address and contact numbers on the envelope.**
3. Rates should be quoted only in the price-bid clearly typed in figures as well as in words. The tender should be signed by the tenderer himself/themselves or their authorized agent on his/their behalf. In case the tender is signed by the agent, the authority letter in his favour must be enclosed with tender documents. Tender rates should be quoted in Indian Rupees. However for imported goods for which L/C is supposed to be opened, may be quoted in foreign currency.
4. **The tenderer should take care that the rates and amounts are written in such a way that interpolation is not possible. No blank space should be left, which would otherwise make the tender liable for rejection.**
5. While quoting rates, tenderer should take care that rates are quoted for a unit as a whole keeping in view specifications notified to the Institute. Only one model which meets the requirements as per prescribed description should be quoted. Also accessories which are integral part of the equipments/ instruments to make it operational or use-worthy should also be quoted alongwith equipments/instruments to make it operational at the time of installation. The intention is that rates should be quoted in a manner that there is no confusion in comparing price bids received in response to the Notice Inviting Tender. In case it is found that any tenderer violates the above principle or deliberately tries to create confusion, his tender shall be summarily rejected.
6. **Delivery schedule with definite date of delivery at destination (this institute) taking into cognizance of transit facilities must be indicated. This contractual delivery date/period should be inclusive of all the lead-time.**
7. The tenderers should clearly state whether he/they are manufacturer, accredited agents, or sole representative (indicating the name of Principal) and enclose valid proof thereof with Technical Bid.
8. **The tenderer submitting his tender would be deemed to have considered and accepted all the terms and conditions of the tender documents. Notice inviting tender shall be considered as an integral part of the tender document.**
9. The quantity mentioned in the schedule may increase or decrease to any extent depending upon the actual requirement.
10. **The tenderer shall specify after sales services facilities within the Guaranty/ Warranty period. The warranty period will be extended twice the period the instruments remain out of order during warranty period.**

11. The successful tenderer shall also perform the installation, demonstration and training to the concerned staff/faculty of the Institute.
12. **The tenderer shall submit the pre-requisite information like civil works/ electrical works details etc. within two weeks from the date of receipt of order or establishment of letter of credit as the case may be.**
13. The Institute reserves the right to cancel/reject in full or any part of the tender which generally do not fulfil the terms & conditions stipulated in the tender without assigning any reason there of.
14. **Any action on the part of tenderer to influence any person of the Institute will make their tender liable for rejection.**
15. The tenderer shall submit the offer with original copy of the tender documents duly signed on each page. Item-wise rates indicating units can be offered on letter head of the firm, if necessary. In case tender document is down loaded through the website of the Institute, the tenderer must submit an A/C payee bank draft for Rs. 1000/- as tender fee payable to Finance Officer, UPRIMS&R, Saifai, Etawah of this Institute alongwith the technical bid (not with the price bid), failing which the tender shall be rejected ab-initio. Issuance date of Bank Draft should be within the time schedule of sale of tender documents.
16. **In case of placement of Purchase Order, the vendor (the tenderer whose tender is accepted) shall have to confirm the purchase order otherwise it will be deemed that offer is acceptable to the firm. Notwithstanding any other provision, the terms & conditions mentioned in the purchase order will be treated as binding with "Errors & omissions expected" basis. However, if the vendor notice an mistake in the contentions or the order, he must bring the same to the notice of the Institute and seek clarifications. Vendor will have to bear the responsibility for his failure to take this action.**
17. The Institute may in writing make any revision or change in the purchase order, including additions or deletions from the quantities originally ordered and in the specifications or drawings. If any such revisions/changes affect the price or delivery period, the same shall be subject to the adjustment of price/delivery period, when ever required on the reasonable basis by mutual agreement in writing.
18. **The Institute 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 notice to the vendor, if:-**
 - (a) **The vendor fails to comply with the terms and conditions 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 or does not replace the rejected goods promptly.**
 - (d) **A receiver is appointed for any or the property owned by the vendor.**

19. Upon receipt of the said cancellation notice, the vendor shall discontinue all works of the purchase order and matters connected with it.
20. **Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the pendency of the order, notwithstanding the change in the cost of materials, labour and/or variations in direct/indirect cost, 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.**
21. For indigenous goods, the prices should be on F.O.R. UPRIMS&R, Saifai, Etawah inclusive of all levies and duties wherever applicable. The rates of VAT/Trade Tax should be separately and clearly indicated wherever chargeable, otherwise it will be deemed that such tax shall be borne by the seller himself. The Institute is neither eligible to issue Form 'C' nor 'D' for rebate in VAT/Trade Tax.
22. **For opening of Letter of Credit, prices will be quoted on F.O.B. value as well as estimated CIF value, New Delhi basis for imported goods. Indian Agency Commission maximum upto 5% / rebate payable to Indian agent out of F.O.B., if any, shall be shown separately and the same will be paid by the Institute in equivalent in Indian Rupees. The materials air-freighted/ sea freighted should be air insured/ marine insured up to site by the vendor at vendor cost Indian agent/counter part would be reimbursed the cost actual payments made towards freight, customs etc.**
23. The offer submitted shall remain valid for a period of 180 days from the date of opening of the tender. Validity period can further be extended by mutual consent with or without deduction for delay's supply clause, on merits & at the discretion of Director.
24. **All goods or materials shall be supplied by the vendor, strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated. Any alterations or those conditions shall not be made without the consent of the Institute in writing which must be obtained in advance or the execution of the supply order. All materials furnished by the vendor pursuant to this order (irrespective of whether engineering, design data or other information furnished will be reviewed or approved by the Institute) will be executed to the best quality of their respective kind (unless otherwise specifically authorized in writing by the Institute) and shall be free from faulty design, workmanship and materials, and should be of sufficient size and capacity and of proper materials so as to fulfil in all respects with all operating conditions, specified in the supply order.**
25. The equipment supplied shall carry a warranty of 60 months from the date of satisfactory installation. If any trouble or defect relating to design, materials, workmanship or operating characteristics of any material appears or arise at any time from the date of installation, the same shall promptly be attended as soon as notified by the Institute to make such alternation, repairs and replacement by the vendor at his own expenses as may be necessary to permit the materials function in accordance with the specifications and to fulfil the foregoing warranty. Repaired or replaced materials shall be similarly warranted for a period of not less than 60 (sixty) months from the date of installation of the original equipment.

26. **The Institute may at its option, get the deficiency removed or get repaired such defective materials at the seller's expense.**
27. In the event that the materials supplied do not meet the specifications and are not in accordance with the drawing, data sheets or the terms of this order, rectification is required at site, the Institute shall notify to the vendor giving full details of differences. The vendor shall attend the site, within seven days of receipt of such notice and meet with the representative of the Institute to take appropriate action required to remove the deficiency.
28. **If the seller fails to attend meetings at site within the time prescribed above, the Institute shall immediately get the same rectified the work/materials and seller shall reimburse all costs and expenses incurred by the Institute in removing such trouble or defects.**
29. The mode of payment for the imported materials will generally be through irrevocable letter of credit. However, Indian Agency Commission or technical services charges would be paid in Indian rupees after satisfactory receipt & installation of goods at site. Indian Agency Commission will be declared in the price-bid and shall be paid in equivalent Indian Currency after satisfactory installation.
30. **Date of delivery as mentioned in Purchase order shall be essence of the order and no variation shall be permitted except with prior authorization in writing from the Institute.**
31. In the event of delay in making delivery on the part of the seller, it will be Institute's discretion to receive or not to receive delivery.
32. **Forced majeure shall mean and be limited to the following:-**
- (a) **Any war/hostilities**
 - (b) **Any riot or civil commotion**
 - (c) **Any earthquake, flood, tempest, lighting or other natural physical disaster**
 - (d) **Any strike, or lock-out (only those exceeding ten continuous days in duration)**

Affecting the performance of the seller's obligations

The vendor shall advise the Institute by registered letter duly certified by Local Chamber of Commerce of Statuary authorities the beginning and end of the above causes of delay within 7 (seven) days of occurrence and cessation of such Forced Majeure conditions, in the event of delay lasting over one month, if arising our causes of Force Majeure, the Institute reserves the right to cancel the order and the provisions governing termination state under articles shall apply.

For delays arising out of Forced Majeure, the seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Institute nor the seller shall be liable to pay extra cost provided it is mutually established that Force Majeure conditions did actually exist.

The vender shall categorically specify the extend of force majeure conditions prevalent in his works (such as power restriction etc.) at the time of submitting the bid and whether the same have taken into consideration or not in the quotations. In the event of delay delivery and/or unsatisfactory manufacturing progress and supply, the Institute has the right to cancel the purchase order as whole or in part without liability for cancellation charges.

In the event of rejection of non-confirming 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 stipulated time, the Institute may cancel the order.

33. Non payment shall be made for rejected materials nor the vendor would be entitled to claim for such items.
34. **Rejected items would be removed by the tenderer from the site within two weeks of the date of rejection at their own cost. In case they are not removed they will be auctioned at the risk and responsibilities of the sellers without any further notice.**
35. In the case of not honouring the supply order, the Institute will have the right to impose penalty as deemed fit and to forfeit earnest money and security money and resort to make purchase of the ordered articles at the sellers cost.
36. **In the case of non-supply of stores within stipulated period, it will be at the discretion of the Institute to accept delivery with late delivery clause of penalty @ 1% deduction per week, maximum to the extend of 10% of the ordered value in case of indigenous supply or @ 0.5% of FOB vale per week, maximum to the extend of 5% in case of imported supply. Penalty will be imposed or waived as decided by the Director after considering relevant factors.**
37. **Copy of VAT/Sales Tax Registration Certificate duly attested by a Gazetted Officer should be enclosed.**
38. Last assessment year Income Tax return alongwith the affidavit from a notary that the firm has never been black listed must be attached alongwith the tender.
39. **Tenderer should furnish alongwith tender an assurance that he/she hereby agree, to all terms and conditions stipulated in N.I.T. and undertake to sign the rate contract or supply order within the given days from the date of order failing which EMD security shall be liable to forfeit.**
40. The manufacturer, successful tenderer or their Indian representative will ensure proper services after sales as per Institute requirement from time to time, against the warranty clause and as per the terms and conditions agreed under negotiations at the Institute without fail. In case of imported equipments any negligence on this account shall be the sole responsibility of foreign vendor or their authorized Indian Agent Supplier and the Liability for compensation will be fixed accordingly by the Institute.
41. **Comprehensive maintenance after 5 years of warranty shall be provided @ 3% of the basic cost (excluding VAT) in case of indigenous goods or @ 3% of the FOB value in case of imported goods. An escalation of 10% on cumulative basis on the above comprehensive maintenance cost will be allowed each year.**

42. Disputes and questions, if any, which arise between the Institute and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of 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 failure or refusal to supply any material or as to any other matter in any way relating to these shall be referred to the sole Arbitrator i.e. President of the Institute/Chief Secretary, Govt. of Uttar Pradesh, or his nominee. Venue of such arbitration proceedings shall be the Institute or any other place as decided by the sole Arbitration proceedings shall be the Institute or any other place as decided by the sole Arbitrator or his nominee. Arbitration and conciliation Act 1996 and rules made thereunder shall be applied to the proceedings under this clause. In case of any legal proceeding, civil court at Etawah and Allahabad High Court at Lucknow shall be adjudicating Court.
43. **Consumables & spares for the equipment must be available at least for 10 (Ten) years from the date of installation.**
44. Rates of consumables may also be included in price bid separately. If the item is of proprietary nature, Proprietary Article Certificate (PAC) shall also be provided along with the price bid.
45. The Director of the Institute reserves the right to cancel/reject in full or any part of the tender without assigning any reason there of.

**Joint Director (M.M.)
U.P.RIMS&R, Saifai (Etawah)**