

IMPORTANT NOTE

1. All the instructions contained in the Tender Form are important and required to be complied with.
2. Please ensure that Technical Bid, Price Bid and Bid Guarantee (EMD) are submitted in three separate envelopes' and these should be put in an 'outer envelope, super-scribing, name of the items, due date and time.
3. The Earnest Money Deposit is acceptable in the Shape of Call Deposit Receipt/Term Deposit Receipt or Fixed Deposit Receipt valid for one year from any scheduled bank in favour of Director Principal. Govt. Medical College Hospital, Chandigarh payable at Chandigarh. Earnest Money in any other shape is not acceptable.
4. Comprehensive Annual Maintenance Contract charges, wherever applicable are not to be quoted in the Technical Bid.
5. Validity period of supply for indigenous material
 - (i) From Local Firm = 30 days
 - (ii) From Outside Firm = 40 days

After the expiry of validity period, material will be accepted after the approval of competent authority with penalty @ 2% per month.

6. CAMC rate should not exceed 5% of the value of equipment.

CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER:
FOR TECHNICAL BID

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| 1. | Whether EMD in the shape of Deposit- at-Call, Term Deposit receipt valid for one year, for the asked-for amount, attached? | Yes/No |
| 2. | Whether Technical specifications of the material attached? | Yes/No |
| 3. | Whether Comprehensive Annual Maintenance Contract rates have been quoted alongwith the basic rates ? | Yes/No |
| 4. | Whether tender document duly signed by authorised signatory attached ? | Yes/No |
| 5. | Whether latest income tax clearance certificate attached? | Yes/No |
| 6. | Whether affidavit duly attested by oath commissioner/executive magistrate regarding non-black listing of firm attached? | Yes/No |
| 7. | Whether your firm is having ISO 9001-2000 and ISO 14001 certificate or not. (Specify the ISO number your firm is having)? | Yes/No |
| 8. | Whether a list of institution/ organizations where your firm has supplied this item/equipment! instrument recently, is attached along with satisfactory performance certificate from those institutions/ organizations? | Yes/No |
| 9. | In case you are manufacturer, have you enclosed the certificate? | Yes/No |
| 10. | Whether you are an authorized agent! dealer/ distributor of the firm/company/manufacturer and whether authority letter as issued by them in your favour attached? | Yes/No |
| 11. | Whether a copy of the constitution/partnership deed of your firm attached? | Yes/No |
| 12. | Whether quality of material wherever applicable is mentioned in the technical bid? | Yes/No |
| 13. | Whether catalogue/ operating manual service manual ? | Yes/No |
| 14. | Whether the item / machinery / equipment to be supplied is covered under guarantee/ warrantee valid for 12/24/36 months from the date of installation as asked for in the tender document attached? If so please specify the period of such guarantee / warrantee. | Yes/No |
| 15. | Whether a certificate to the effect that quantum of Indian Agency Commission (wherever applicable) mentioned by the firm in the Proforma invoice is the same as is being charged from other departments/ institutions for similar items attached? | Yes/No |

Signature of authorised signatory

TENDER DOCUMENT SR.NO._____ RECEIPT No._____ Dated _____
TENDER FOR _____

**DIRECTOR PRINCIPAL
GOVERNMENT MEDICAL COLLEGE HOSPITAL
SECTOR 32, CHANDIGARH**

INSTRUCTION TO THE TENDERERS/OTHER TERMS & CONDITIONS

1. A copy of the tender notice is enclosed (Annexure-I)
2. An affidavit as per annexure II should accompany the tender (Specimen) copy enclosed.
3. This tender form along with Annexure I, II should be returned intact with the rates duly filled in, in duplicate, infringement of this condition shall render the tender liable to rejection. Tender must be sealed and must bear the stamp of the firm on the face of the envelope.
4. THE SEALED TENDERS SHOULD BEAR THE ADVERTISEMENT NO. AND SHOULD BE CLEARLY SUPERSCRIBED AS "TENDER FOR _____ DUE ON _____
TENDERS SHOULD BE IN THREE PARTS (I) PRICE BID (II) TECHNICAL BID AND (III) BID GUARANTEE.
- 4.1 Unsealed tenders will not be entertained.
- 4.2 TENDERS MUST BE ACCOMPANIED WITH SECURITY MONEY FOR A SUM OF RS. _____ ONLY IN THE NAME OF THE DIRECTOR PRINCIPAL, GOVERNMENT MEDICAL COLLEGE HOSPITAL, CHANDIGARH IN THE SHAPE OF EITHER (a) DEPOSIT-AT-CALL RECEIPT VALID FOR ONE YEAR FROM ANY BANK OR TERM DEPOSIT RECEIPT VALID FOR ONE YEAR FROM ANY SCHEDULED BANK.
- 4.3 Tender without security money or short of it or not in the form specified above will not be entertained and shall be ignored straightway.
- 4.4 The Public Sector Undertaking of the Central/State Govt. Shall be exempt from furnishing Security Money.
- 4.5 Security Money deposited with Govt. Medical College Hospital, Chandigarh in connection with any other tender case even if for same/similar material/stores by the tenderer will not be considered against this tender.
- 4.6 Rates should be quoted for Govt. Medical College Hospital Chandigarh including packing, forwarding, postage and freight etc.
5. Sales Tax will be paid if applicable, provided it is made clearly in the tender that Sale Tax will be charged extra otherwise it will be presumed that the same is included in the rates quoted. Similarly mention should be made in respect of any other tax/duty or payment etc. which may be intended by the tenderers to charge extra over and above the rates quoted. Actual payees receipt for such charges shall have to be provided when called for. No claim for any charges which is/are not specified by the tenderer in the tender shall be entertained at a later stage.
6. Rates should be mentioned both in figures as well as in words.
7. The Director Principal reserves all rights to reject the goods if the same are not found in accordance with the required description specifications.

8. Tender will be regarded as constituting an offer open to acceptance in whole or in part at the discretion of the Director Principal for a period of six months from the date fixed for the receipt of the tender.
9. The time for and date of delivery/despatch stipulated in the supply order shall be deemed to the essence of the contract and should the successful tenderer fail to deliver or despatch any consignment within the period prescribed for such delivery or despatch in the supply order then without prejudice to his rights otherwise the Director Principal shall be entitled to recover from the successful tenderer a sum of equivalent to 2% actual price for each and every month during which the supply or despatch of such consignment may be in arrears or alternatively at the option of the tenderer in which case the security of the tenderer shall stand forfeited.
10. If the price of the contracted articles is/are controlled by the Govt. the payment will be in no case be allowed at higher rate than the rate quoted.
11. The Director Principal reserves all rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender.
12. The tenderer will be responsible to see that the tender is received on or before the due date and time in the office of the Director Principal, Government Medical College Hospital, Chandigarh.
13. Each page of tender schedule to tender and Annexure I, II should be signed by the tenderers with stamp of the firm.
14. This tender form is not transferable.
15. The offer should be legibly typed.
16. The due date and time of receipt of tenders is 1400 hours on dated_____. Any tender which is received late after 1400 hrs. on the due date shall not be considered.
17. The tenders shall be opened at 1500 hours on_____. In the event of the date of receipt or opening of tender being or being declared a holiday for the Govt. Medical College Hospital the due date of receipt/opening of the tender will be the following day at the same hours.

The tenders shall be opened in the presence of attending tenderers or their authorised representatives if they wish to be present at that time.
18. In case of stockist/dealers authorisation letter from the manufacturing firms must be enclosed with the tender.
19. Uptime guarantee: During the warranty period of 24 months the firm will maintain the equipment in good working condition for a period of 328 days (ie. 90% uptime) in a block of 365 days. All the complaints will be attended by the firm within 24 hours of the despatch of a complaint to their office. The firm to ensure that machine is set right within 15 days of the intimation. In case of the machine not being functional within 15 days, stiff Penalty equivalent to 1½% of the expected cost of machine shall be levied for every week of delay.
20. The Government Medical College Hospital, Chandigarh reserves the right to get the maintenance work carried out at the risk, cost and responsibility of the contractor, in case of the contractor fails to carry out the maintenance within the stipulated period all expenses including excess payment in risk purchases shall be adjusted against security deposit/ outstanding payment. In case the expenses exceeds the amount of security deposit/outstanding payment the same shall be recoverable from the contractor.

21. In case of violation of any term and condition as mentioned above security of the tenderers shall be forfeited in full or part at the entire discretion of the Director Principal, Government Medical College Hospital, Chandigarh.
22. The agreement for the commencement of Comprehensive Annual Maintenance Contract shall come into force immediately from the date of signing of an amount an agreement on non-judicial stamp paper worth Rs. 15/- between both the parties.
23. Terms of payment :

Payment will be accepted in arrears after the expiry of each quarter/ year.
24. Preventive maintenance visits of service engineer of the company will be 4 nos. per year (one in each quarter) and in addition the firm will attend to all emergency breakdown calls.
25. Spare parts: In the case of AMC, the spare part(s) will be arranged by the GMCH during the period of contract and the parts replaced shall remain the property of GMCH.
26. The firm shall submit the bid for the supply of the machine alongwith the Comprehensive Annual Maintenance Contract rates for a period of three years after the expiry of warranty period. The successful tenderer shall be required to furnish a contract performance guarantee bond in the shape of Bank Guarantee towards the execution of the Agreement and the warranty. Suitable performance bank guarantee should be valid for one year and to be extended annually at least 60 days before the end of its validity, till the end of the period of CAMC and equal to 10% of the bid amount of the machine including CAMC amount. The Bank Guarantee for 10% of the FOB value including CAMC will be submitted within a period of 15 days after the placement of the supply order failing which the order will be liable to be cancelled and the Earnest money forfeited.
27. The firm shall try to repair the equipment at GMC/GMCH itself. However, the equipment may be taken to their site on their own expenses in case it is not possible to repair the same at GMC/GMCH. The firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till the same is handed over to the GMC/GMCH after repairs. Any loss of equipment or its accessories on account of theft, fire or any other reasons shall be at the sole risk and responsibility of the firm which will compensate the GMC/GMCH for such losses at the FOB value of the damaged/lost equipment/part, including accessories.
28. No price revision will be accepted by the GMCH during the entire tenure of the service contract agreement.
29. **ARBITRATION:**

In the event of any dispute or difference arising out of or in any way touching or concerning this agreement whatsoever the same shall be referred to the sole arbitration of the Secretary, Medical Education and Research, Chandigarh Administration whose decision thereon shall be final and binding on the parties thereto. The Arbitration and Conciliation Act, 1996, deemed to have come into force on 25.01.96 shall apply to arbitration proceedings.
The expression "Secretary, Medical Education and Research, Chandigarh Administration" shall include and acting/officiating Secretary, Medical Education and Research, Chandigarh Administration

30. **JURISDICTION:**

The courts of Chandigarh alone will have the jurisdiction to try any matter dispute or reference between the parties arising of this agreement/contract.

31. The tenderers should submit alongwith the tender the latest current valid Income Tax Clearance Certificate or a photocopy thereof..
32. The rates are accepted on the distinct understanding that these are not charged higher than those charged from the DGS & D and other State Govt. Department.
33. In case of short/detective supply the firm will be informed immediately within 30 days after the goods are received in the Central Store of Government Medical College Hospital.
34. The defective material from the Central Stores of Government Medical College Hospital will be lifted at the entire cost & risk of the firm. Government Medical College Hospital will not bear any expenses on this account and the material will be lying in the GMCH premises at their own risk and cost.
35. The rate contract will come into force for a period of one year from the date of issue of Rate Contract letter. The orders will be placed from time to time within the validity of this contract as per the requirement of the GMCH.

Envelopes

1. Earnest Money in the shape as asked for in the tender as superscribed that the Envelope Contain Earnest Money for item.
2. Second Envelope should contain Technical Bid, Sample if required of the quoted material should also be supplied in separate pkts. and superscribed accordingly.
3. Third envelope to contain price bid.

Tender form issued to M/s

From

Director Principal,
Government Medical College Hospital,
Chandigarh.

To

Dear Sir,

1. This GMCH is interested in the supply, installation and commissioning of _____.
2. You are invited to send us a Proforma Invoice from your principals. The proforma invoice should be in quadruplicate and in the name of the Director Principal, Govt. Medical College Hospital, Chandigarh but the papers may please be posted at the address given above. The latest hours and date of receipt of the offer is upto 1400 hours on _____.

The technical bid shall be opened at 1500 hours on _____.
3. Only manufacturers or their sole authorised distributors/sole agents are entitled to submit the proforma invoice. All offers other than those from the manufacturers should be supported by an authority letter from the manufacturers authorising the firm to tender on their behalf. Certificate or a photostat copy thereof to the effect that you are the manufacturers of the equipment/authorised sole distributors or sole agents for manufacturer on whose behalf you are quoting, must be included in the documents.
4. The detailed technical specifications are given in Annexure 'C'.
5. (a) In addition to quoting for the equipment as per para 1 above tender or must quote the charges and terms and conditions of service contract for a period of 3 years for maintaining the equipment at this GMCH after the expiry of the period of warranty. During the CAMC period, the firm shall provide preventive maintenance and in addition attend to all emergent and breakdown calls. The CAMC charges should be quoted for labour cost and including the cost of any replacement parts components that may be needing replacement.
(b) It is essential to quote the charges and terms and conditions for the CAMC as in para (5) above, Tenders not containing CAMC charges shall be considered incomplete and shall be rejected.
6. **BID GUARANTEE AND SECURITY**
 - (a) Tenders must be accompanied with Earnest money for only in the name of the Director Principal, Government Medical College Hospital, Chandigarh in the shape of either (a) deposit-at-call receipt valid for one year from scheduled bank or (b) Term deposit receipt valid for one year from any scheduled bank.
 - (b) Bids not accompanied by Earnest money as stated above or less than the amount stipulated above shall be summarily rejected.
 - (c) Earnest money/security deposit/any other sums of the tenders lying with the GMCH in connection with any other tender/case will not be considered against this tender.

- (d) The successful tenderer shall be required to furnish a contract performance guarantee bond in the shape of Bank Guarantee equivalent to 10% bid amount of machine/equipment including Comprehensive Annual Maintenance Contract amount towards the execution of the Agreement and the warranty. The Bank Guarantee for 10% will be submitted within a period of 15 days after the placement of the supply order failing which the order will be liable to be cancelled and the Earnest money forfeited.
 - (e) The GMCH would return the Earnest money mentioned in para 6, (a) above to the successful tendering firm on the submission of the Bank Guarantee(mentioned in para 6d) above.
 - (f) The successful tenderer will submit bank guarantee equipment to 10% of the bid amount including CAMC amount.
- 7. The detailed instructions for the preparation and submission of the tender and the terms and conditions, of the tender are given in the enclosed Annexure 'A'. Tenderers must note carefully that any infringement of the specific requirements contained therein may invalidate the tender.
 - 8. This tender form is not transferable.
 - 9. This tender form consists of Pages_____.

Director Principal,
Government Medical College Hospital,
Chandigarh.

Instructions to Tenderers and Terms and conditions of the Tender

1. Only manufacturers or their sole authorised Distributors/Sole agents are entitled to submit the proforma invoice.
2. The tender shall be prepared and submitted as per para 27.
3. A person signing the tender form or any other document forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if on enquiry it appears that the person so signing had no authority to do so, the purchaser, may without prejudice to other civil and criminal remedies against the contract, hold the signatory liable for all costs and damage and forfeit earnest money.
4. Proforma Invoice not accompanied by detailed information as required, are liable to be rejected.
5. **BID GUARANTEE AND SECURITY**
 - (a) The tender must be accompanied with earnest money for Rs. (Rs. thousand only) in a lump sum amount in the form of Deposit at Call Receipt, terms deposits valid for one year on a scheduled bank in the name of the Director Principal, Government Medical College Hospital, Chandigarh. Earnest money in any other form will not be accepted.
 - (b) Bids not accompanied by Earnest money as stated above or less than the amount stipulated above shall be summarily rejected.
 - (c) Earnest money/security deposit/any other sums of the tenderers lying with the GMCH in connection with any other tender/case will not be considered against this tender
 - (d) The successful tenderer shall be required to furnish a contract performance guarantee bond in the shape of Bank Guarantee equivalent to 10% bid amount of machine/equipment including Comprehensive Annual Maintenance Contract amount towards the execution of the Agreement and the warranty. The Bank Guarantee for 10% will be submitted within a period of 15 days after the placement of the supply order failing which the order will be liable to be cancelled and the Earnest money forfeited.
 - (e) The GMCH would return the Earnest money mentioned in para 5 (a) above to the successful tenderers firm on the submission of the Bank Guarantee.

The GMCH does not pledge itself to accept the lowest or any other tender, and reserves to itself the right of acceptance of the sole or any part of the tender or portion of the quantity offered and the tenderers shall be required to supply the same at the rate quoted. The GMCH reserves to itself the right to accept or reject any or all the tenders without assigning any reason thereof.

Printing or cyclostyled or such terms and conditions of the tendering firms and appearing in the body of the, tender will not be considered as forming part of the tender.

8. Custom Clearance

- i. The equipment requiring import from abroad will be imported under the OGL scheme, for which tenderers will ensure before shipment takes place, that the equipment, in question can be imported under the said scheme.
- ii. The N.M.I.C. (Not manufactured in India Certificate) will be provided by the Supplier. The duty exemption certificate documents required for custom clearance will be provided by the GMCH.

9. Insurance

The manufacturers will ensure that the equipment is properly insured for the full CIF value to cover the transit upto site of installation. If the installation is delayed beyond the agreed date of satisfactory installation, commissioning and handing over of the equipment, then in that event any transit and storage damages which come to light after such delays, shall be at the risk and cost of the tenderers. The tenderers/Indian Agent shall provide to the GMCH, after the inspection, a detailed list of any loss or damage to the stores that may have occurred so as to avail the purchaser to file appropriate claim with the Insurance company. However, it shall be the responsibility of the GMCH to prepare/lodge and pursue any claim that may arise with the Insurance Companies. The manufacturers shall provide all assistance in pursuing any such insurance claim expeditiously. The manufacturer liability shall be restricted to making free replacement/rectification and any local expenses such as custom duty/clearance etc. connected with such replacements shall be borne by the GMCH.

10. It should be noted that, if, in consideration or offer of earlier delivery, the contract is placed with higher tenderers in preference to the lowest acceptable offer, the tenderer will be liable to pay, to the GMCH the difference between the contract rate and that of the lowest acceptable tenders on the basis of the final price for destination, including all element of freight, sales tax, local taxes, duties and other incidentals, in case of failure to complete supplies in term of such contract within the date of delivery specified and incorporated in the contract. This is in addition to cover all other losses and damages resulting from delayed supplies and of cancellation and risk purchase in case of failure to supply the stores and without prejudice to other rights of the GMCH to recover all other losses and damages resulting from delayed supplies and of cancellation and risk purchase in case of failure to supply the stores Guarantee/Warranty. The tenderer will be required to furnish guarantee/warranty from the manufacturers as under:

- i) The guarantee/warranty against defects of manufacturer/workmanship and poor quality of components for the entire equipment shall be for a period of 24 months starting from the date of satisfactory installation commissioning and handing over of the equipment in working order to the satisfaction of respective HODs of GMCH During the guarantee/warranty period, the replacement of any part(s) of the equipment or rectification of defects of works will be free of cost. In case of any replacement during guarantee period, all formalities such as Import License, Customs duty exemption certificate etc. connected with such import of replacement shall be complied with by the purchaser. Further, the defective parts/equipment shall be returned by the purchaser to the supplier, prior to making replacement. During the guarantee/warranty period the uptime as defined in para 19 will be required to be maintained. If the down time exceeds several consecutive days at any time, the penalty as referred in para 19 will be imposed.
- ii) The tenderer should submit a written guarantee from the manufacturers stating that the equipment being offered is the latest model as per specifications and that spares for the equipment will be available for a period of at least 10 years after the warranty period. The manufacturer

should also guarantee that it will keep the Institute informed of any update of the equipment over a period of next 5 years and undertake to provide the same to the Institute at no extra cost.

- iii) Guarantee that they will supply regularly any items of spares parts requisitioned by the purchaser for satisfactory operation of the equipment till the life span of the equipment if and when required, on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
 - iv) Warranty to the effect that before going out of production of spare parts, the manufacturers and/or tenderers will give adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
 - v) The warranty to the effect that the manufacturers will make available to the Institute the blue-prints and drawings of the equipment & also spare parts alongwith the supply of the equipments.
 - vi) The tender shall furnish the following warranty in case the contract is placed on him.

" The tenderer hereby declares that the goods/stores/articles supplied to the buyer under this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specification and particulars contained/mentioned in the clause here of and the tenderer hereby guarantee that the said. goods/store/articles conform to the description and quality aforesaid. The purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/stores/articles will be at the seller's risks and all the provisions herein contained relating to rejection of goods, etc. shall apply. The contractor/seller shall, if called upon to do so, replace within a period of fourteen days or such further period as may be extended from time to time by the purchaser at his discretion on an application made thereof by the tenderer, the goods/stores/articles or such portion thereof as rejected by the purchaser and in such an event the above mentioned warranty period shall apply to the goods/stores/articles replaced from the date of the replacement thereof, otherwise the tenderer shall pay to the purchaser such damage as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf."
 - vii. All other after sales service contract conditions within and after lapse of guarantee/warranty period will be specified at the time of award of Contract.
12. Tenderers should state categorically whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service preferably if they are in a position to base their Service Engineers in CHANDIGARH.
13. Tenderers should categorically condition that they will give free 'after sales service' during guarantee period.
14. It is specifically required that the tenderer will supply all the operating and service manuals of the equipment supplied.

15. Mode of Despatch. Delivery and Commissioning of equipment:

The equipment with all its accessories should be despatched by air to Delhi (India) duly insured, freight and insurance charges pre-paid. The tenderer is required to undertake to deliver, install and commission the equipment within a period of 120 days from the date of opening of letter of credit.

16. Damages for delay in supplies/installation

In the event of delays in supply installation and commissioning of the equipment to the satisfaction of the purchaser beyond the stipulated date, the purchaser shall have the right to recover damages at the rate of 2% of the FOB Value of the equipment (Including component, spares, accessories and optional item) per month or part thereof, by which the supplies or their satisfactory installation and commissioning is delayed subject to a maximum of 10% damages on this account. The acceptance of the equipment will be based on demonstration of the satisfactory working of all models of the equipment as tested by the Head of respective Departments of Government Medical College Hospital, Chandigarh. The suppliers will inform the purchaser in writing intimating the reasons for delay in supplying and for installing the equipment. The purchaser in his sole discretion may consider a reduction or waive of the penalty for a period to be stipulated in writing. The material, etc. required for demonstration of satisfactory functioning of the equipment shall be arranged by the suppliers at their cost and expense.

17. Contract

The successful bidder will be required to enter into an agreement with the GMCH on a non-judicial paper of Rs. 3.00 for the supply and satisfactory installation of the equipment as per specifications and terms and conditions listed in this tender document as agreed upon.

18. After satisfactory installation the firm will provide one to two week's training to the staff of the GMCH at site at no extra cost. On acceptance of supply order, intensive training to one or two persons will be provided by the firm free of cost prior to the installation and hand on working knowledge under supervision of experts from the firm during and after installations of equipment.

19. Optima Guarantee

During warranty period of 24 months the equipment will be maintained in good working condition for a period of 328 days out of a period of 365 days (i.e. 90% uptime). The essential period to shutdown the installation entirely or partially shall also be included in the down time while calculating the 90% guaranteed uptime. No deduction or advantage of any kind on account of Sundays, half days on Saturdays, public/Govt. holidays observed by the GMCH shall be allowed from the total down - time permissible as defined above except that such of Sundays half days on Saturdays, public/Govt. holidays on which the GMCH is closed shall not be counted in the downtime. The equipment will thus be required to be maintained in satisfactory working conditions for a minimum of 328 days in each period of 365 days which defines the 90% guaranteed uptime required to be maintained. This guaranteed uptime shall be calculated for each block of 365 days. The firm will be required to pay a penalty of 1½% of the expected cost of the machine every week of delay.

The penalty will apply only for the number of days the permissible downtime as defined above is exceeded. For purpose of calculation of downtime, any downtime period less than 24 hours shall be excluded. During the guarantee period the time taken by the GMCH to provide the Custom Duty Exemption Certificate, Not manufactured in Indian certificate Import License etc. for enabling the tenderers to import any spare part, shall not count towards the downtime.

20. Latest hour for receipt of tenders

Your tender must reach this office not later than 1400 hours on date of opening of the tenders. Tenders sent by hand delivery should be given to the Procurement Branch of Govt. Medical College Hospital not later 1400 hours on the due date.

21. Opening of Tender

The bids shall be opened at 1500 hours on_____. You are at liberty to be present, in person or through your authorised representative at the opening of the tender at the time and date as specified in the tender notice in the event of the day of receipt and opening of the tender being a holiday for the "Govt. Medical College Hospital then due date of receipt/opening of the tender will be the following working day at the same hour.

22. Period for which the offer will remain open

The tendering firms should keep their offers valid for acceptance for a period of one year if the firms are unable to keep their offers open for the above said period, they should specifically state the period for which their offers would remain open but they must realise that such a provision may result in the rejection of their offers, provided, however, that in the event that the day upto which the offer is to remain open is declared holiday for the Govt. Medical College Hospital the offer shall remain open for the following day.

23. Payment term

The GMCH will pay 80% CIF value, excluding Indian Agency Commission of the goods to the tenderer through an irrevocable letter of credit against negotiable shipping documents. The balance 20% CIF value will be paid after satisfactory report of installation of the equipment.

The GMCH shall make all reasonable and due efforts to pay the Indian Agency commission out of the FOB value to the Indian Agents at the earliest possible within 30 days after satisfactory installation/commissioning and handing over of the system in good working condition and meeting any other requirements for payment of the Agency Commission. The rate of exchange applicable for converting agency commission into equivalent Indian Rupees shall be the T.T selling rate prevalent on the date of releasing the documents by the Bankers. The Indian Agency Commission out of the FOB value will be paid in Indian Currency (Rupees) to the Indian Agents.

24. Inspection

Inspecting Authority

Director Principal,
Govt. Medical College Hospital,
Chandigarh or his representative.

25. Tenderers are required to quote only F.O.R. Govt. Medical College Hospital, Chandigarh.

26. Packing and Marking

Best trade packing suitable for safe Rail/Road/Air transit shall be used subject to packing and marking being acceptable to the Inspecting Authority.

27. Preparation and Delivery of Tender

This Annexure (Annexure "A") and the other Annexure comprising the Tender Documents viz. Annexure 'B' (General questionnaire) Annexure 'C' (detailed technical specifications) alongwith the forwarding letter should be returned intact alongwith the Bid. Each page of the tender documents (Annexure 'A' 'B' and 'C' must be signed by the tenders in full alongwith their stamp.

27. (i) a. No tender will be considered unless and until all documents are properly signed.
- b. The tender is liable to be ignored if complete information is not given therein.
- c. All corrections must be signed ,by the tenderers in full.
- d. The offers should be typed only.
- e. Any tender which is not made out in the proper form or is received late after 1400 hours on the due date shall not be considered.
- f. Offers with any price variation clause shall not be accepted.
- g. Any conditional tender or any deviation from the terms and conditions of the tender notice shall render the tender liable to rejection.
- h. Tender qualified by such vague and indefinite expressions as subject to immediate acceptable, subject to prior sale 'shall' not be considered.
- i. Telegraphic/Telex/Fax offers shall not be accepted.
- (ii) Only manufacturer or their sole authorised distributors/Sole Agents are entitled to submit their tenders in accordance with the. technical specifications as per Annexure 'C'. All offers other than those from the manufacturers should be supported by an Authority letter from the manufacturers authorising the firm to tender on their behalf and this authority letter must accompany the Bid. Certificate or a photocopy thereof to the effect that you are the manufacturers of the equipment/authorised sole distributors or agent for the manufacturers on whose behalf you are quoting must be included in the tender. Offers from manufacturers or their sole authorised distributors/sole agents will only be considered. The Performa invoice must be from the manufactures abroad.
- (iii) In the case of partnership firms where no authority to refer disputes concerning business of the partnership to arbitration has been conferred on any sole partnership, the tenders and all other related documents must be signed by every partner of the firm.
- (iv) Delivery of Tender:- Tender should submit their tenders in three parts,
- i) Price Bid,
 - ii) Technical Bid and
 - iii) Bid Guarantee

each part in separate sealed covers under :

Price bids (Duplicate) should be placed in a sealed cover duly superscribed 'Price Bid for _____'. Similarly 'Technical Bid (in Duplicate) should be placed in a separate sealed cover duly superscribed 'Technical Bid for_____'. The Bid Guarantee(Earnest Money) should also be placed in a separate sealed cover duly superscribed 'Bid Guarantee for _____'.

All these three envelopes should be placed in a big envelope which will form the main cover. This main cover must be superscribed 'Tender for _____ due on _____ at _____' and should be addressed to the Director Principal, Govt. Medical College Hospital, Chandigarh. Similarly all the other three envelopes should also bear the address of this office as given above. The price bid should be kept valid for acceptance for a period of one year. The purchaser will not be responsible for any postal delay or any other cause that may lead to delay in the receipt of the documents in this office beyond the stipulated date and time started in this tender documents. The detailed instructions with respect of bids are given below:

Technical Bids

- (v) (1) Tenderers should state categorically and specifically the specifications of the equipment offer by them viz. Each of the specification clause in Annexure 'C' attached with this tender notice and bring out clearly improvements/deviations/limitations in the equipment being offered viz-a-viz the specifications and furnish the reference page number of the catalogue/Date sheet if any, relating to each specifications. Specific mention should also be made that the tenderer undertakes to comply with the commercial terms and conditions and deviations, if any, in this regard must be stated clearly.
- (2) Tenderers must furnish alongwith the Technical Bid the Guarantee/warranty from the manufacturers as under:
- A. The guarantee/warranty against manufacturing defects, workmanship and poor quality of components for the entire equipment shall be for a period of two year starting from the date of satisfactory installation, commissioning and handing over of the equipment. During the guarantee period of the replacement of any parts(s) of the equipment or rectification of defects of works shall be free of cost. During the above said guarantee/warranty period of 24 months, the uptime as defined in para 19 shall be maintained. If the downtime as defined in para 19 exceeds seven consecutive days at any time, the guarantee warranty period shall be extended beyond 24 months to a duration equal to the total of such periods of down time during the period of warranty.
 - B. Guarantee/warranty from the manufacturers stating that the equipment being offered is the latest model as per specifications and that spares for the equipment will be available for a period of atleast 10 years. The manufacturers should also guarantee that it will keep the college informed if any up-date of the equipment over a period of next 5 years and under take to provide the same to the GMCH at no extra cost.
 - C. Guarantee/warranty that the manufacturers and or their agents will supply spare parts if and when required, on -agreed basis, for an agreed price. The agreed basis could be an agreed discount on the published catalogue price of an agreed percentage of profit on the landed cost.
 - D. Guarantee to the effect, that before going out of production of the spare parts, the adequate advance notice to the purchaser of the equipment so that the later may undertake to procure the balance of the life time requirements of spare parts.
 - E. Guarantee/warranty to the effect that the manufactures will make available to the GMCH the blue prints and drawings of the equipment and spare parts at the time of the supply of the equipment.

- F. Guarantee/warranty of the entire unit against manufacturing defects, workmanship and poor quality of the components.
 - G. Guarantee/warranty that they will give free 'After sale service' during guarantee period of 24 months.
- (3) Tenderers must attach, alongwith the Technical Bid a photocopy of the constitution of the firm indicating partnership deed, if any the name of the proprietor/partner(s).
 - (4) Foreign firms quoting direct against this tender should attach, alongwith the technical bid, a certificate giving the name and address of their Indian Agents or their representative they have in position for servicing the equipment in India.
 - (5) In case the offer is from other than manufacturer, then a certificate that quantum of Indian agency Commission mentioned by the firm in the proforma invoice is the same as is being charged from other departments Institutions for similar items must accompany the Technical Bid.
 - (6) The Technical Bid must be accompanied with a statement furnishing the name and address of the representative who would be attending the opening of the tender on your behalf.
 - (7) The Technical Bid must be supported by detailed technical information about the equipment including a copy of the operating manual as well as the service manual.
 - (8) Tenderers must attach with the Technical Bid a categorical statement as to whether they have fully trained technical staff for installation/commissioning of the equipment and efficient after sales service. The strength of the Technical staff available in India be indicated alongwith their places of location. The firm should also indicate whether service Engineer can be stationed at Chandigarh.
 - (9) Specific mention should also be made that the tenderer undertake to comply with the commercial terms and conditions and deviations, if any, in this regard must be stated clearly.
 - (10) Please furnish a list detailing all places in India where the same equipment or similar equipment has been installed by the Company and attach documentary evidence where possible in support of this list and also certificates of its satisfactory working from the users mentioned in the list.
 - (11) In case the offer is from other than manufacturers, then an Authority letter from the manufacturers authorising the firm to tender on their behalf must accompany the technical bid.
 - (12) Please furnish, alongwith the Technical Bid a certificate or a photostat copy thereof to the effect that you are the manufactureres of the equipment/authorised distributors or agent for the manufacturers or whose behalf you are quoting.
 - (13) Tenderers must furnish alongwith the Technical Bid the latest current valid Income Tax Clearance Certificate or attested photocopy thereof.
 - (14) Tenderers must furnish alongwith their Technical bid a certificate that the Indian Agency Commission, if any payable has been included in the F.O.B. value and that no Indian Agency commission other than that stipulated in the proforma invoice is payable by the foreign manufacturers to the Indian Agent.

iv) Price Bids :

- (1) These shall be in triplicate in separate sealed cover as specified in para 27 (iv) above. The price bids should show itemwise break up of price. The price quoted should include CIF value (Upto Medical College, Chandigarh) of individual pieces - and complete equipment as well as of the equipment tendered. The rates for the Comprehensive Annual Maintenance Contract Period as specified in para 29 (vi) (10) below must form a part of the price bid failing which the tender shall not be considered.
- (2) The tenderers should quote item wise the rates for the imported item as under. While the FOB prices quoted shall be firm, the indicated insurance and freight charges shall be on an estimated basis, payable at actuals. In case no Indian Agency Commission is payable then this fact must be clearly brought out. If any Indian Agency commission is payable then the quantum thereof must be indicated clearly separately in FOB value.
 - A.
 - i. Cost of each item (FOB value)
 - ii. Total FOB value of all items.
 - iii. Indian Agency Commission payable to the Indian Agent if any.
 - iv. Net FOB value i.e. total F.O.B. value as in (ii) above, less Indian Agency Commission as in (iii) above,
 - v. Add Freight charges upto New Delhi (India) and insurance charges upto destination at Govt. Medical College Chandigarh (payable on actuals).
 - vi. Total CIF value (iv) and (v) above.

Important Note:

Complete description viz make, name of manufacturers and model must be indicated clearly in the proforma invoice failing which the same shall be liable to rejection.

B Following information may please be supplied:

- i. Price of accessories to be supplied free of cost with the equipment, alongwith list of accessories.
 - ii. Price of start-up reagent kits, calibrator, standard etc. to be supplied free for installation.
 - iii. Cost of per test of all chemistries/analysate be mentioned as per companies's printed price list of reagent kits. Printed price list of reagent kits also be provided with the tender.
 - iv. List of disposable accessories with cost and durability be supplied.
 - v. List of any other functional non disposable accessories with cost be supplied.
- 27 (vi) (3) Indian agents quoting on behalf of their principals abroad should furnish alongwith their price bids in original proforma invoice from their Principals abroad and also furnish a copy of the Agency Agreement where applicable.
- The rates for the servo controlled (or equivalent/requisite) stabilizer must be indicated separately. The complete description/specifications of the stabilizer viz make, name of manufactures and model must be indicated clearly. The voltage chargeable at fluctuation in the town varies from 140-300 volts.
- (4) Prices quoted for imported goods should not include import duty or any other tax leviable in respect of stores and the same be chargeable at actuals on production of vouchers unless necessary exemptions are arranged by the Institute.

- (5) The prices quoted for indigenous items must be F.O.R. Govt. Medical College, Chandigarh. If any sales tax excise duty etc. is payable, the same must be quoted extra clearly. Where the excise duty is leviable on advalorem basis, tenderer should submit alongwith the tender, the manufacturers price list showing the actual assessable value of the stores as approved by the excise authorities.
- (6) Where more than one unit of any equipment is required/offered, the rate should be quoted for each unit. The rates quoted in ambiguous terms will render the tender liable to rejection. The rates and units shall not be overwritten. The tender offer should be typed or written in ink. Offers in pencil will be ignored. The words 'Not quoting' should be clearly written against any item of equipment for which the tenderer is not quoting. All corrections must be signed by the tenderer in full.
- (7) Any quantity discounts must be specifically indicated in the price bid.
- (8) Indian agents quoting on behalf of their principals abroad on FOB/FAS/CIF basis should furnish, alongwith the price bid the following:-
 - i. A certificate regarding the net prices, exclusive of commission, profit etc. to be paid to their Principals in foreign currency and indicate separately the amount of the remuneration. Commission/profit which the Indian Agents are. entitled to in terms of their agreement(s) with the foreign principals.
 - ii. Their principal's proforma invoice or certificate indicating remuneration/commission/discount etc. to be allowed in the particular transaction whether as a commission for the contract or as a general retainer fee, to their Indian Agent, and the nature of the after sales service to be rendered by India Agent, also indicate Whether any such payments shall be received by the Indian Agent in India or abroad with the break up in Indian Rupees and foreign currency.
- (9) The tenderers viz the Indian Agents and/or foreign firms should furnish alongwith the price bid a certificate that the rates quoted by the firm are the same as are being charged from other Departments/Institutions in India for similar items.
- (10) **Service Contract**

In addition to quoting for the equipment tenderers must quote the charges and terms and conditions of Comprehensive Annual Maintenance Contract for a period of 3 years for maintaining the equipments at this institution after the period of warranty of 24 months. The charges for service contract for maintenance of the Servo Controlled Stabilizer for 5 years must be indicated separately and the same must be inclusive of spares which may be required. During the service contract period, the firm shall provide preventive maintenance and in addition attend to all emergent and breakdown calls. The service contract charges for the equipment to be taken under service contract should be quoted for labour cost only which would include the cost of Engineer's time and travel etc. during the service contract period replacement of parts/components of the

equipment that may be needing replacement shall be made available by the Firm at the GMCH's own expense and all import formalities, payment of custom duty etc. shall also be complied with/borne by the GMCH. The charges shall be paid in two/four equal installments in arrears after satisfactory service or as, per mutually agreed upon schedule. The uptime guarantee of 328 days in a block of 365 days as defined in para 19 will apply to the Comprehensive Annual Maintenance Contract period also. The annual rate of Comprehensive Annual Maintenance Contract must be indicated strictly as below:

Rate for 1st Year _____Rs. _____

Rate for 2nd Year _____Rs. _____

Rate for 3rd Year _____Rs. _____

The rates must be quoted separately for each year. Quoting of rates in ambiguous terms such as 'rates for first and 2nd year etc. equal to Rs. _____, etc. or in percentage terms shall be renderer the tender liable to rejection.

The replaced parts of the equipment and servo stabilizers shall remain the property of the GMCH.

- (11) The spares that are necessary to take care of any possible break-down on the assignment during a period of 3 years beyond the initial guarantee period of 24 months should be indicated separately giving the names and price of each item. The shelf life of each of the item must be indicated, alongwith the time .frame during which they are expected to be required for satisfactory maintenance and running of the equipment.

27. (vi) (12) Optional accessories

Tenderers must quote separately for any recommended optional accessories for the equipment (list item and mention individual prices).

27. (vi) (13) Indian Agents quoting on behalf of their principals abroad must attach a photostat copy of their agency agreement with their principals abroad regarding quantum of commission.

27. (vi) (14) Where/authority to refer dispute to arbitration has not been given to the partner signing the tender the tenders must be signed by every partner of the firm.

27. (vi) (15) The Indian Agency Commission of the FOB value will be paid in Indian Currency.

27. (vi) (16) The equipment will be installed free of charge by the firm/agent at the designated premises.

28. **ARBITRATION**

- 28.1 If any time, any question, dispute or difference whatever shall rise between two parties upon or in relation to or in connection with this agreement, either of the parties may give to the other notice in writing of the existence of such a question, dispute or difference and the same shall be referred to two arbitrators one to be nominated by the first party and

the other to be nominated by the 2nd/Third party. Such notice of the existence of any question dispute or difference in connection with this Agreement shall be served by either party within one year of the beginning of such dispute failing which all rights and claims under this Agreement shall be deemed to have been forfeited and absolutely barred.

Before Proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the Umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Chandigarh (India). The arbitrators/Umpire shall give a reasoned award.

28.2 The provision of the Indian Arbitration Act in force and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this agreement.

28.3 Upon every or any such reference, the cost pf any incidentals to the reference and award(s) respectively shall be at the discretion of the arbitrators or in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manner the same shall be borne and paid.

29. **JURISDICTION**

The courts of Chandigarh alone will have the jurisdiction to try any matter, dispute or reference between the parties arising out of this agreement/contract. It is specifically agreed that no court outside and other than Chandigarh court shall have jurisdiction in the matter.

30. Any failure of omission or commission to carry out the provision of this contract by the supplier shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilance or from civil strikes, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots, embargoes or from any political or other reason beyond the supplier's control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force majeure conditions.

IMPORTANT NOTE :

1. *For indigenous (manufactured in India) articles, "the I.S.I marked" will be preferred.*
2. *Indian Agent/Indian Commission Agent/Indian Agency Commission etc., means "Manufacturer' Representative, based in India." Indian Agency Commission will be payable as "Service Charges".The money thus payable, shall be in Indian Currency.*
3. Subsequently Sole Distributors/Agents/Dealers wherever mentioned as representative of the Manufacturing firm, be substituted by the term "Manufacturers' Representatives.
4. However, the term Manufacturers' Representative can be expanded by the tenderers so as to denote their exact relationship with the Manufacturers/Parent Company.
5. The word "Sole" wherever used in relation to Agents, Dealers, Distributors etc.be deleted.
6. All the instruments and Implants unless specified otherwise should be made of stainless steel. The stainless steel used should conform to ISI specification IS:5347 (part 2) : 1993.
7. The high quality of stainless steel as per above mentioned ISI specification will have to be certified by the manufacturer/supplier.
8. The tenderer will supply the samples in case of Orthopaedic instruments and on asking in case of other equipments. The tenderer shall also arranged demonstration of the equipment at Chandigarh or wherever and whenever required by the office of the Director Principal, Government Medical College Chandigarh.
9. Certification regarding possession of ISO 9000 certificate to be given.
10. The tenderer will submit a rate list in the price bid of commonly replaceable parts during the Comprehensive Annual Maintenance Contract period of 3 years, which will remain valid for the entire contract period of 3 years.

ANNEXURE -II

I/we (Name)_____

contractor/ partner /sole proprietor (strike out word which is not applicable) of (Firm)

_____do hereby declare

and solemnly affirm to the fact that the individual firm/companies are not black-listed by

the Union or State Government or any partner or shareholder there of are not directly or

indirectly connected with or has any subsisting inters in business of my/our firm.

DEPONENT

Address _____

I/we do hereby solemnly declare and affirm that the above declarations is true and

correct to the best of my knowledge and beliefs. No part of it is false and nothing has

been concealed.

Dated: _____ DEPONENT

(Note:- To be furnished on non judicial stamp paper duly attested by the Oath Commissioner).

General
Questionnaire

- i. This annexure must accompany the technical bid.
- ii. The tenderers must give specific answers against each of the following questions.
- iii. Equivocal or evasive replies will render the tender liable to be ignored.

QUESTION:.

1. Name and address of manufacturers
2. Station/Place of manufacture
3. Whether the tendering firm is/are:
 - i. Manufacture
 - ii Manufacturer's authorised agents
 - iii. Holders of stock of the stores rendered for
4. If stores offered are manufactured in India, please state whether all the raw materials, components etc. used in their manufacturer are also produced in India. If nor, give details of materials, components etc. that are imported and their break-up of the Indigenous and Imported Components together with their value and proportion it bears to the total value of the stores.
5. Stores whether raw material are held in stock in India, sufficient for the manufacturer of the stores.
6. Please state specifically whether. the price tendered by you, is to the best of your knowledge and belief, not more then the price permissible for you to charge a private purchaser for the same class and description of goods under the provisions or any law for the time being in force and not more than the prices you would charge from other Govt. Department/Institution in India, If any, State the reason as well as the margin of profit included.
7. Please indicate the following:
 - a. The prices relationship between the foreign manufacturers/principals and their Indian Agent/associates.
 - b. Mutual interest which the manufacturers/principals and the Indian Agents/associates in the business of each other.
8. Business name & construction of tendering firm is the firm registered under.
 - i) The Indian Company Act 1956
 - ii) The Indian Partnership Act 1932 (please give the name of the partner).
 - iii) Any other Act.
 - iv) If the firm is not registered please give the name and address of the owner(s).
9. (a) Do you agree to various clauses of Para 28 of Annexure A regarding arbitration.
(b) (i) In the case of Partnership firm, whether registered under Indian partnership Act, 1932.

- (ii) In case answer to questions at 9(a) by the partnership firm be in the affirmative please state further.
 - (iii) Whether in the partnership agreement authority to refer dispute concerning the business of the partnership arbitration has been conferred on the partner who has signed the tender.
 - (iv) If the answer(s) to question 9(b)(iii) is the negative, whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer disputes concerning business of the partnership arbitration.
9. (c) If the answer to 9 (b) (iii) or 9 (b) (iv) is in the affirmative, please furnish a copy of either the partnership agreement or the general power of Attorney as the case may be.

Note:

Please attach to the Bid a copy of the partnership agreement of the General power of Attorney on either of which reliance is place for authority of partner or the partner signing the tender to refer dispute to arbitration. The copy should be attested by the NOTARY PUBLIC or its execution should be admitted by affidavits drawn on properly stamped paper by the partner.

10. Indicate clearly the guaranteed delivery period.
11. Please state clearly the period for which your offer will be valid for acceptance beyond the date of opening of the bids (please see note below).

Important Note:

Tendering firms are required to keep their offers valid for acceptance upto _____ if the firms unable to keep its offer for the specified period, than they should specially stated the period for which their offers would remain open but they must realise that such a provision may result in the rejection of their offers.

12. Please furnish the
Indian agents
Income Tax
Permanent Account number:

Director Principal,
Govt. Medical College,
Chandigarh

Model Form of Warranty Clause

The contractor/seller hereby declares that the goods/stores/articles sold to the buyer under this contract shall be of best quality (and workmanship) and shall be strictly in accordance with the specification and particulars contained/ mentioned in the clause.....Hereof and the contractor/ seller hereby guarantees that the said goods/stores/articles would continue to conform to the description and quality aforesaid for a period of Days/months from the date of delivery of the said goods/stores/articles to the Purchaser and that notwithstanding the fact that the Purchaser (Inspector) may have inspected and/or approved the said goods/stores/articles, if during the aforesaid period of days/months the said goods/stores/articles be discovered not to confirm to the description and quality aforesaid or have deteriorated (and the decision of the Purchaser in that behalf will be final. and conclusive) the purchaser will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection the goods/stores/articles will be at the seller's risk and all the provisions herein contained relating to rejection of goods, etc., shall apply. The contractor/seller shall, if so called upon do, replace the goods etc., or such portion thereof as is rejected by the purchaser, otherwise the contractor/seller shall pay to the Purchaser such damages as may arise by reason of the breach of the condition herein contained. Nothing herein contained shall prejudice and other right of the Purchaser in that behalf under this contract or otherwise.

Signature with seal

(On Non Judicial Stamp Paper worth Rs. 15/-)

This Agreement made on this _____ day of _____ 200____ between the President of India through the Director Principal, Government Medical College Hospital, Chandigarh (hereinafter referred to as the College Hospital) of the one part.

AND

M/s _____ through its proprietor/partner/manager _____ (hereinafter referred to as the contractor which expression shall unless repugnant to the context shall include its partners, their respective heirs, successors, legal representatives and assignees) of the other part;

Whereas the Govt. Medical College for its Hospital in Sector-32, Chandigarh requires the services of a person/firm, experienced in the trade and willing to render the Comprehensive Annual Maintenance Contract for _____ Indigenous/Imported Medical Equipment/machinery/ Apparatus of the _____ Department of this institution.

Now, therefore, after considering the standard terms and conditions as per requirement and the offer of the above mentioned firm, the College hereby accept the rates quoted by the firm in respect of the Comprehensive annual maintenance Contract for _____ Indigenous/Imported Medical Equipment/Machinery/Apparatus of the _____ Department of this institution purchase/installed on _____ (date) against supply order No. _____ Dated _____ on the following terms and conditions, namely:

1. Validity of Offer

This agreement shall be valid for the period from _____ to _____ subject to further extension if any on the same terms and conditions as may be deemed fit by the competent authority/Director Principal depending upon the circumstances in the public interest.

2. Terms of payment

Payment of Rs. _____ i.e. _____ % of the value of medical Equipment/Machinery as per details given above, shall be made in _____ equal installments after the expiry of each yearly basis starting from _____ as agreed upon in between the parties as per terms of this agreement.

3. Preventive maintenance visits of Service Engineer of the Company will be 4 Nos. per year (once in each quarter) starting from _____ onwards. In addition to it, the firm will attend to all emergency breakdown calls within 15 days time of making such calls failing which the firm(s) shall be liable to the penalty of 1½% of the Comprehensive Annual Maintenance Contract of the lumpsum amount as agreed upon in between the parties at the time of signing of this agreement.

4. Uptime Guarantee

- A) The firm will maintain the equipment in working condition for a period of Comprehensive Annual Maintenance Contract; whereas it will be 328 days (90% uptime) in the case of Comprehensive Annual Maintenance Contract in a block of 365 days.
- B) All the complaints will be attended by the firm within 15 days of the despatch of a complaint to their office. The firm to ensure that machine is set right within a 15 days of the dispatch of a complaint to their office. The firm to ensure that machine is set right within a 15 days, stiff penalty equivalent to approximately 1½% of the expected cost of machine shall be leviable for every week of delay.

5. **Penalty :**

In case of the machine not being functional within 15 days, stiff penalty equivalent to approximately 1½% of the expected cost of machine shall be leviable for every week of delay.

6. **Spare Parts**

The spare part(s) will be repaired/replaced by the firm at its own cost and shall keep the parts readily available to reduce the downtime in case of comprehensive Annual Maintenance Contract.

7. The sum will deposit a sum of Rs. _____ as 10% of bid amount of machine/equipment including Comprehensive Annual Maintenance Contract amount as security in the shape of Bank Guarantee/DAC valid for a period of months/year in favour of the Director Principal, Government Medical College Hospital, Sector 32, Chandigarh, within 15 days from the execution of this agreement on the appropriate value of Non Judicial Stamp Papers at its own cost (including the charges of its registration with the Sub-Registrar, Union Territory, Chandigarh, wherever required as per specific terms of this agreement).

Provided that the Director Principal, Govt. Medical College Hospital, Chandigarh shall have absolute rights and powers for the revocation of said security/bank guarantee, in the case of breach of any obligation/clause of this Agreement by the firm, without any prior notice and no claim whatsoever on this count shall be entertained.

8. The firm shall try and make efforts to repair the equipment a Govt. Medical College Hospital, Sector 32, Chandigarh itself otherwise the charges for the transportation of equipment from the Government Medical College Hospital, Sector 32, Chandigarh, to their workstation and back, shall be born by the firm itself apart from the total responsibility for the upkeep, safe custody and transportation of the said equipment taken by them for repairs as per terms of this agreement. The Government Medical College Hospital, Sector 32, Chandigarh, is absolved of its responsibility of any loss on account of theft, fire or any other reasons at the sole risk and responsibility of the firm which will be liable to compensate the institute for such losses at the Free on Board (FOB) value of the damaged/lost equipment/machinery including accessories.
9. The charges of Comprehensive Annual Maintenance Contract agreed upon in between the parties through this deed of agreement shall be final and conclusive and no price revision shall be accepted by this Institution during the entire period of Comprehensive Annual maintenance Contract under this agreement.
10. All disputes and differences arising out of in any way touching or concerning this agreement whatsoever shall be referred to the sole arbitration of the Advisor to the Administrator, Union Territory, Chandigarh acting as such at the time of reference. It will be no objection to such appointment that the arbitrator so appointed is a Government servant that he had to deal with the matter to which this deed relates and that in the course of his duties as such Government servant he has expressed views on all or any of the matters, disputes or difference. The award of such arbitrator shall be final and binding on the parties to this agreement.
- Subject as aforesaid, the Conciliation and Arbitration Act, 1996 shall be deemed to apply to the arbitration proceedings under this clause.
11. No party shall be allowed to be represented by a lawyer during any proceeding concerning this agreement.
12. The Courts at Chandigarh only shall have the jurisdiction for the purpose of this agreement.

13. It is hereby agreed and declared that unless a different meaning shall appear from the context the expression "Secretary, Medical Education and Research, Chandigarh Administration", shall mean and include an acting/officiating Secretary, Medical Education and Research, Chandigarh Administration.

In witness whereof the parties have hereto respectively subscribed their names at the places and on the dates hereinafter in each specification.

Signature_____
(CONTRACTOR/FIRM)

_____dated_____on the_____, day
of _____200 .

In the presence of:

WITNESSES:

Name
Residence
Occupation

Name
Residence
Occupation

.....
(Signature)

Name
Residence
Occupation

.....
(Signature)

**Signed by, for and on behalf of the President of India and _____setting
under the authority of _____of 200**

.....
Director Principal,
Government Medical College Hospital,
Chandigarh.

In the presence of:

WITNESSES:

Name
Residence
Occupation

.....
(Signature)

Name
Residence
Occupation

.....
(Signature)