SPECIFICATION

TERMS AND CONDITION:

- 1. Validity of bid for acceptance should be for a minimum period of 3 months.
- 2. Taxes should be mentioned separately in the price bid along with the quoted rates of the equipment.
- 3. Submit all the following details related to the Maintenance Provider:
 - Name and Address.
 - Fax, Telephone No.
 - E-mail ID.
 - PAN/TAN.
 - GST
 - Bank details.
 - MICR No.
- 4. Each page of tender should be signed by the Tenderer with the stamp of the firm.
- 5. Tender should be in the sealed covers includes all technical and price details.
- 6. The Medical Superintendent or his designated officer shall be the competent authority for black listing. In normal circumstances black listing can be resorted by the competent authority for a period of not exceeding five years ordinarily in the cases of failure or default in the performance or responsibilities or breach of terms and conditions of MOU or any agreement or contract as the case may be.
- 7. All the Service & Repairing work of the MGPS system should be done by the company and also the firm should provide the Service report with the satisfactory working response of the department.
- 8. 4 PMS in a year of the contract, all the Manifolds with Control panel and pipeline, Bedside Medical Gas Outlets and compressors with drier and Tank should be checked and maintained as per requirement.
- 9. A register of the daily round sheet will be submitted with every monthly bill duly sign by the department and BME.
- 10. The Bill will be processed after submitting the satisfactory HOD of Anesthesia and the concerned departments.
- 11. If the services got an objection from the Department, during the contract. The payment will be reimbursed from the firms and will be blacklisted from the hospital.
- 12. Both Plants must be run 24 x 7 Hrs. And a supervisor must be available round O'clock.
- 13. The Spare and consumables for repairing works will be supplied by contractor within 24 Hrs. on the price list submitted under AMC contract (Fixed for the period)
- 14. The employees deployed by the contractor shall be the employee of the contractor. It is specifically agreed by the Contractor that on expiration of the tenure of contractual period By afflux of time or on termination of the contract, the Contractor being the employer of the personnel deployed by him will withdraw / take back all the personnel deployed by the Contractor and the Contractor will be responsible for all their claims if any.
- 15. Nothing in this tender constitutes or to be construed a party as the partner, agent employee, or representative of the other party.
- 16. In case of any dispute or differences arising out of or in relation to provisions of this tender, parties shall endeavor to resolve and find amicable resolution for the same by conciliation to the conducted between them. In the event of the failure of the conciliation, the matter shall be referred to an Arbitrator to be appointed by mutual consent of both the parties

subject to Delhi jurisdiction. The venue or arbitration shall be at Delhi/New Delhi only. The award of arbitrator shall be final and binding on the Parties. This clause shall survive termination or expiry of this tender. This tender shall be governed, construed and interpreted in accordance with the laws of India. The courts of Delhi/New Delhi (India) alone shall have the sole and exclusive territorial and pecuniary jurisdiction for all the disputes or other matters arising out of or in connection with this tender.

Name & Signature Address of the Tenderer With Stamp