

PROCUREMENT POLICY  
OF  
UTTAR PRADESH MEDICAL SUPPLIES CORPORATION LIMITED  
APPROVED IN 5<sup>TH</sup> MEETING OF THE BOARD OF DIRECTORS OF UPMSCL HELD  
ON 03.12.2018

**PART - II**  
**EQUIPMENT AND ACCESSORIES**

## **1. INTRODUCTION:**

Uttar Pradesh Medical Supplies Corporation Limited (UPMSCL), an undertaking of the Government of Uttar Pradesh established under Company's Act 2013, is a nodal agency for procurement of drugs, medical equipments and other healthcare commodities for various government health/ medical institutions/ facilities in the state. The procurement is to be done on the request of head of the departments (Director General Medical Health, Director General Medical Education, Director General Family Welfare) & for Project Directors.

This document lays down the guidelines to be adopted by UPMSCL for procurement of quality Medical equipments and allied accessories for all health facilities/institution of the state by adopting fair and transparent system by providing equal opportunities to all prospective agencies/ bidders.

## **2. GOVERNING ACTS/RULES/GUIDELINES:**

This policy document is based on "UTTAR PRADESH PROCUREMENT MANUAL (Procurement of Goods), 2016". This policy document may be called "UPMSCL Equipment Procurement Policy".

## **3. SCOPE OF PROCUREMENT:**

### **a) Procurement of Items under Essential Equipment List:**

- i. UPMSCL shall prepare and circulate the Essential Equipment List and shall float tenders to up-keep active rate contract or quantity contract or quantity contract which can be converted into rate contract up to a limit depending on circumstances for all items listed in Essential Equipment List of the State as per the updated specification approved by Technical Specification Committee of UPMSCL. After rate contract is finalized, UPMSCL will send the list of equipment with details of make & model, rate & product catalogue to DG-MH/DGME/MD-NHM and other directorates to confirm their requirement (Based on budget,

- availability of manpower, site readiness and consent on rate). List of items under active rate contract along with all relevant details shall also be updated in corporation's website for reference by user Institutes/Directorates. The Essential Equipment List will be updated periodically at least once in two years.
- ii. UPMSCL would issue purchase order based on indents of DGMH/DGME/MD-NHM or any of the user institute/department as mentioned above after receipt of appropriate budget or after receipt of confirmation of available budget.
  - iii. Whereas, equipment procurement wing of UPMSCL shall be responsible for supply follow-up, installation assistance & training, the consignee institute/facility shall be responsible for extending all support for installation, training and forwarding GRN (Goods receipt note) as per standardized format to UPMSCL/vendor.
  - iv. The EEL will be divided in two categories. Category-A (where installation is required) equipments would be delivered to the location/hospital followed by installation, demonstration & training. Category-B (where installation is not required) equipments can be received at central/divisional location (Depending up-on volume) and distributed to the designated hospitals with training workshop at central level.
  - v. Payment shall be made centrally by UPMSCL based on delivery, installation, and training and performance confirmation as per respective tender clauses.

**b) Procurement of equipments till EEL is finalized/ items not listed in Essential Equipment List:**

UPMSCL may also procure Medical equipments and allied accessories even for the item which is/are not in EEL upon specific request by any directorate/user institute under H&FW Department, Govt. of UP Till the time EEL of the state is finalized, same protocol/process shall be adopted

for procurement of all medical equipments. In such cases, following points should be adhered

- i. Indent should clearly indicate name & indicative specification of item, Quantity, Warranty Clause, Periodicity of Preventive Maintenance during warranty period, Requirement of Maintenance Contract post warranty, detail address of consignee and contact no. of competent person at consignee location or any other detail as required for the procurement process. The indent will be submitted by the user department in the standard format as developed by UPMSCL. The form of indent is enclosed as Annexure A. If the specification of the indented item is not provided by the indenter, a Committee constituted by MD, UPMSCL where in representative from the user department will also be a member will develop the technical specification of the indented item.
- ii. Indent should be sent in both hardcopy (signed & stamped by concerned Director) and soft copy. Indent should be framed within budget available & Indenter should mention the same with indent.
- iii. A nodal person from indenting agency should be assigned not below the rank of Joint Director or equivalent, and the designated person shall be responsible for coordination with UPMSCL for all clarification and communication. The person nominated as per above should also attend the pre-bid meeting or any other meetings as deemed necessary called during the procurement process.
- iv. 50 % of estimated cost should be transferred to UPMSCL with indent and balance 50% should be released to UPMSCL before placing Purchase Order by UPMSCL. Before indenting equipments, the directorates must ensure site readiness and availability of competent person for operating the equipment. However, in case of emergency, UPMSCL will float tenders without receipt of fund upon Government Order.
- v. Ideally indents for equipment with brand name /specific model should not be placed to UPMSCL. If done so wherever necessary, then it will be deemed that requirement is propriety in nature and the Proprietary Article Certificate signed by the competent authority of the indenter

- should be submitted with the indent. Direct purchase will be done without tender as per relevant rules.
- vi. If indent is for multiple equipments/items, the listing should be done on priority basis; highest priority equipment should be placed in Sl. No 1 and so on. Date before which the equipment is required should also be mentioned. This will be helpful in procurement planning.
  - vii. On the basis of requirements with priority note received from Directorates and assured budget, UPMSCL Procurement Wing would float tender and initiate rate contract or quantity contract or quantity cum rate contract as deemed necessary.

#### **4. METHOD OF PROCUREMENT:**

##### **a) Direct purchase without quotation\*:**

Purchase of goods up to the value of Rs. 25,000 (Rupees twenty five thousand) only on each occasion may be made without inviting quotations or bids on the basis of a certificate to be recorded by the competent authority authorised by Managing Director, UPMSCL in the following format:

*“I, am personally satisfied that these goods purchased are of the requisite quality and specification and have been purchased from a reliable supplier at a reasonable price.”*

*\*Ref: Rule 154 of GFR 2017*

##### **b) Purchase of goods by purchase committee\*:**

Purchase of goods costing above Rs. 25,000 (Rupees twenty five thousand only) and up to Rs.2,50,000/- (Rupees two lakhs and fifty thousand only) on each occasion may be made on the recommendations of a duly constituted Purchase Committee consisting of three members of an appropriate level as decided by Managing Director, UPMSCL. The committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee will jointly record a certificate as under.

*“Certified that we, members of the purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the*

*requisite specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question, and it is not debarred UPMSCL”.*

*\*Ref: Rule 155 of GFR 2017*

**c) Purchase of goods through GeM:**

UPMSCL shall procure items under **GeM** as per provision laid down in GFR 2017 & directives of Govt. of UP by directly placing orders to the registered suppliers.

**d) Purchase Preference Policy**

UPMSCL may also procure equipment under **Purchase Preference Policy** from Central Public Sector Enterprises if so is required under any direction of GOI or Govt. of Uttar Pradesh.

**e) Purchase of goods by obtaining bids:** Except the cases covered under 4.a, 4.b, 4.c & 4.d, following standard procedure should be adopted: -

**i. Limited tender enquiry\*:**

This method may be adopted when estimated value of the goods to be procured is up to Rs 25,00,000/- (Rupees Twenty-Five Lakhs). Purchase through Limited Tender Enquiry may be adopted even where the estimated value of the procurement is more than Rupees Twenty-five Lakhs, in the following circumstances.

- The indenter certifies that the demand is urgent and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency and should also put on record the nature of the urgency and reasons why the procurement could not be anticipated.
- There are sufficient reasons, to be recorded in writing by the competent authority of UPMSCL, indicating that it will be in public interest to procure the goods through limited tender enquiry.
- The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped, is remote.

*\*Ref: Rule 162 of GFR 2017*

**Procedure of Limited Tender Enquiry Competitive Bidding\*:**

- Copies of the bidding document should be sent directly by speed post/registered post/courier/e-mail to firms/companies, which are borne on the list of registered suppliers for the goods in question. The number of supplier firms/companies in Limited Tender Enquiry should be more than 3 (three). Further, web based publicity should also be given for limited tenders. Efforts should be made to identify a higher number of approved suppliers to obtain more responsive bids on competitive basis.
- In case registered bidders in sufficient numbers are not available, invitation to bid should be sent by writing directly to an adequate number of manufacturers or authorized dealers, who can supply the subject matter of procurement selected in a nondiscriminatory manner to ensure effective competition.
- Sufficient time should be allowed for submission of bids in limited tender enquiry cases. A minimum period of 14 (fourteen) days in case of emergency, shall be given to the firms/companies to offer their bids.
- Bid security shall not be obtained in case of limited competitive bidding, but performance security deposit shall be obtained from the successful bidder.
- The remaining procedure of open competitive bidding shall apply mutatis mutandis in this method of procurement including preparation of Notice Inviting Bids (NIB) and bidding documents

**ii. Open tender:**

- a) The open tender system, i.e. invitation to tender by advertisement, should be used as a general rule for procurement of goods. E-Tendering process shall be adopted for this purpose.
- b) In all cases of open tender, it is essential that wide publicity is given to the tender notification. Notification of tender shall be published

in the State Public Procurement Portal in addition to posting on the UPMSCL website. An abridged version of Notice Inviting Tender (NIT) shall also be published in at least one Hindi (local & metro cities) and one English (local & metro cities) well known newspapers having wide circulation so that the information reaches prospective suppliers. in addition to website publications

- c) Minimum 21 days should be given for bid submission.
- d) Notice Inviting Tender (NIT) must be published on the websites viz. [www.etender.up.nic.in](http://www.etender.up.nic.in) and [www.upmsc.in](http://www.upmsc.in).
- e) **Short tender enquiry:** In case of urgent requirement or re-tender, short tenders giving 7 -days time can also be floated.
- f) **Tender Document:** For all tenders of the UPMSCL, there should be a clearly defined bidding document\*, which should contain following sections:
  - i. Notice Inviting Tender
  - ii. Introduction
  - iii. Scope & Description of Contract
  - iv. Tender Schedule
  - v. Details of Equipment Tendered.
  - vi. Specific Conditions of the Contract including Eligibility Criteria.
  - vii. General Conditions of the Contract.
  - viii. Annexure/ Standard Forms, if any, to be utilized by the purchaser and the bidders
  - ix. Integrity Pact as per CVC directives to be signed by each supplier.

\*The text of the bidding document shall be self-contained and comprehensive without any ambiguities. All essential information, which a bidder needs for sending responsive bid, shall be clearly spelt out in the bidding document in simple language.

- f) **Alternative procurement:** In case of emergency requirement and rates not available with UPMSCL, procurement from supplier approved by Other State Medical services corporations: RMSCL, TNMSC, GMSCL and other



similar corporations having valid rate contract can be done with approval of MD. In such cases efforts will be made to get rates from preferably three approved suppliers meeting the desired technical specification and procurement should be made from lowest vendor by consent. Before placing Purchase Order, an agreement should be signed with the indentified supplier.

- g) Procurements for External funding agencies such as UN agencies:** For procurement under externally funded projects such as World Bank, the procurement guidelines and Financial Rules and Regulations of the funding agency shall be followed.

#### **5. ELIGIBILITY CRITERIA:**

- a) Procurement through open tendering shall be done directly from the manufacturers or its authorized dealers. If the authorized dealer participates in the tender, Manufacturer Authorization Form from the Original Equipment Manufacturer has to be submitted with complete contact details.
- b) Minimum average annual turnover of the bidder in the last three financial years should be clearly defined in the Tender Document as per the value of the procurement and as per latest CVC Guidelines/. Turnover criteria shall be defined for each item in the schedule of requirement and for bidding for multiple items, cumulative annual turnover criteria shall be applicable.
- c) Past experience of the Bidder(s) regarding supply of similar medical equipment and requirement of satisfactory performance of the item tendered should be clearly defined in the Tender Document as per the value and nature of the procurement
- d) Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization should not participate in the tender

during the period of blacklisting. (Affidavit as per format should be submitted along with the technical bid)

## **6. EARNEST MONEY DEPOSIT (EMD):**

EMD acts as a safe guard against bidder's withdrawing/altering its bid during the bid validity period. EMD shall only be asked in case of open tender. Submission of EMD shall be mandatory unless exempted in accordance with UP Procurement Manual (Procurement of Goods), 2016.

The amount of EMD should be 2 % of the estimated value of the goods to be purchased. EMD should be incorporated as a fixed amount for each of the Schedule of the Requirement not as a percentage of the estimated value of goods to be purchased. EMD shall be submitted online through NEFT/RTGS/ Bank Guarantee. The proof of submission of EMD (Copy of Receipt in case of RTGS/ NEFT and Copy of Bank Guarantee in case of Bank Guarantee) shall be uploaded in e-Tender portal along with other documents. EMD shall be deposited from bank account of bidder only. The total EMD amount submitted by a bidder must be equal to the cumulative total EMD requirements for the items bid by the bidder contained in a tender packet.

### **Validity of EMD**

The EMD should remain valid for a period of 45 days beyond the final bid validity period. This time period must be indicated in the bidding documents. Should it become necessary to extend the validity of the bids and the bid securities, UPMSCL shall request in writing all those who submitted bids for such extension before the expiry date thereof.. The bidders who refuse to grant the UPMSCL's request for an extension of the validity of their bids and bid securities, will have their bid securities returned to them. They shall be deemed to have waived their right to further participate in that bidding process.

### **Forfeiture of EMD**

EMD of a bidder shall be forfeited, if the bidder withdraws or amends his tender or impairs or derogates from the tender in any respect after expiry of the deadline for the receipt of tender but within the period of validity of his tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, his EMD will be forfeited.

**Refund of EMD**

EMD furnished by all unsuccessful bidders should be returned to them without any interest whatsoever, after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. EMD of the successful bidder should be returned, without any interest whatsoever, after receipt of performance security as called for in the contract.

**7. TENDER OPENING, EVALUATION & AWARD OF CONTRACT:**

Encrypted bids in e-Tendering portal shall be opened as per advertised schedule with Digital signature of a multi member committee (Tender Opening Committee) authorized by MD, UPMSCL. The following sequence shall be adhered to for tender evaluation.

- A. Technical Evaluation based on the documents submitted in the bid: A Technical Evaluation Committee constituted by MD, UPMSCL consisting of officials of UPMSCL will evaluate the technical bid received. Documents should be evaluated as in compliance with the tender document. Clarifications may be sought by the Technical Evaluation Committee from the participating bidder during the evaluation process. The list of technically qualified and disqualified bids with reasons for disqualification will be uploaded in the UPMSCL website. A window period of two working days will be given for submission of any representation or grievances. Any representation received after this period will not be entertained. Any representation submitted against the technical evaluation will be examined and resolved by the Technical Evaluation Committee. If the Technical Evaluation Committee desires to include any external expert the same may be done upon approval of MD, UPMSCL.

- B. The technically qualified bids will be called for demonstration of the quoted model. The place of demonstration will be indicated in the tender document. A demonstration team comprising of subject matter experts including representatives from indenter will be constituted by MD, UPMSCL. Failure to attend or demonstrate the technical specification or performance of the items to the satisfaction of the Demonstration Committee will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids.
- C. The Price bids of only those bidders will be opened who qualify the demonstration stage. The Technical Evaluation Committee as constituted above will consolidate the Demonstration Committee report and the Technical Evaluation Report and placed before MD, UPMSCL for approval. After approval, the Tender Opening Committee as constituted above will open the price bids of qualified bids. A Price Bid Evaluation Committee will be constituted by MD, UPMSCL for evaluation of price bids quoted by the bidder.
- D. There will be a member Sub Committee of the Board called as the “Tender Committee” consisting of MD, FA and other board members for approving the Price Bid Evaluation Report. However, in case of pure quantity contract with multiple bids, MD, UPMSCL will be competent to accept the Price Bid Evaluation Report. In case of Rate Contract or Quantity Contract or Quantity cum Rate Contract, the “Tender Committee” shall be competent to accept the Price Bid Evaluation Report.
- E. The details of the equipment, rates, quantity etc as approved by MD, UPMSCL and Tender Committee in conditions as mentioned above shall be placed for information in the next occurring Board Meeting.
- F. In case of emergency situations, MD, UPMSCL is competent to accept the Price Bid Evaluation Report of any value with reasons to be recorded and place it for ratification of the Board.

**a) Award criteria:**

Contract will be awarded to the qualified Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, the Contract will be finalized. This contract will be called Principal Contract. In case the L1 bidder backs out from the Contract during the validity of the bid, the EMD submitted will be forfeited. The Purchaser will proceed to the next-lowest evaluated Bidder and offer the L1 price. If the next lowest evaluated Bidder accepts the offered price, the Contract will be finalized.

**b) Parallel Rate Contracts:**

The Corporation may also execute parallel rate contracts with more than one firm on the lowest approved rates on the same terms and conditions. These parallel rate contracts will be utilized if the original L1 is not in a position to supply material as per UPMSCL requirement within the time frame indicated in the tender document and the bidder's submission in the bid. .

**8. CONTRACT MANAGEMENT**

**a) Agreement:**

A written agreement has to be done with the firm to whomsoever any contact is awarded. Declaration submitted by the bidders during submission of tender can also be considered as legal agreement if it is asked in stamp paper.. Other Corporation.

**b) Security Deposit (Performance security):**

Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security shall be solicited from all successful bidders. Ordinarily, performance security will be 5% of the value of the goods purchased as stated in the bid document. Performance security may be furnished in form of an Account Payee Demand Draft/FDR/BG from a nationalized/ scheduled bank approved by RBI. The Performance

Security to be given by the successful bidder will be dynamic. i.e it should be equal to the 5% value of the total quantity proposed to be procured and will be increased proportionately as and when more quantity orders are placed. The Performance Security needs to be submitted before supply order is give, Performance security is to be furnished within 15 days after notification of the award and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier including warranty period.

**c) Supply terms, Delivery time, Liquidated damage:**

The tender document should spell out the delivery time, late delivery charges (liquidated damage) and penalty clauses clearly. These conditions can vary depending upon the items to be procured. The tender committee of UPMSCL will recommend the condition and MD, UPMSCL will be final the authority to approve same. Supplies may be accepted beyond the stipulated delivery period with penalty for delayed supply (liquidated damage) @ 0.5 % per week maximum to 10% of the value of delayed goods. No price variation will be admissible beyond the original Scheduled Delivery Date for defaults on the part of the supplier. Price variation may be allowed beyond the original Scheduled Delivery Date, by specific alteration of that date through an amendment to the contract in cases of Force Majeure as defined below

- a. For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/User Institution either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine

restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

- b. If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority/User Institution in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority/User Institution in writing, the successful tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- d. In case due to a Force Majeure event the Tender Inviting Authority/User Institution is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/User Institution will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in above subparagraphs.

**d) Installation & training:**

- i. The successful bidder must visit every concerned institution and recommend pre installation requirements if any at each institution. The details of the same must be consolidated and submitted to Tender Inviting Authority for further actions (if any). If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulated period, Liquidated Damage charges as per the tender conditions will be deducted. Pre Installation requirement will have to be provided by the bidder in its Technical Bid.

- ii. The successful bidder is required to deliver and install the equipments at the site within time specified from the date of issue of the 'Supply Order' and demonstrate individually the specification/features as well as operation of the equipment to the satisfaction of the head of institution/ facility or his/her representative and obtain an individual 'Installation Certificate' for each equipment with proper stamp of the institution concerned. If the site is not ready for installation, the successful bidder must obtain the details from the concerned institution. In case of delay in installation of equipment, the successful bidder shall obtain acknowledgement of receipt of material from head of institution/ facility. In such case, the consignment receipt date will be taken for the calculation of Liquidated Damage.

**e) Warranty period:**

The tender document should spell out the warranty period required for every item. (Minimum Warranty clause)

**f) Preventive & Break down maintenance**

Preventive & Break Down Maintenance requirement should be obtained from the user department. If the same is not received from the indenter, the Preventive & Break Down Maintenance clause to be finalized at the time of firming of Technical Specification. The tender document should spell out such requirement for every item.

**g) Post Warranty maintenance**

If the user department so desires, a clause for Comprehensive Annual Maintenance after expiry of warranty should be included in the tender document.

**h) Provisions for Procurement of spare parts & reagents:**

Provisions for procurement of spare parts & reagents depending on the item to be procured may be included in the tender document. In case of procurement of closed systems, the total cost of ownership concept should be taken into consideration while finalizing the tender.



**i) Payment:**

Timely payment is the best incentive that can be extended to attract vendors to participate in tenders and execute supplies in time. Further a well-defined and time bound payment process enhances transparency & system credibility. Payment for Goods shall be made in Indian Rupees 100% of the contract price of Goods received shall be paid after successful supply and installation and along with necessary stock entry details from each Consignee location .If the site is not ready for installation 50% % of the amount shall be released and balance 50% will be paid after successful installation). Payment shall be made through NEFT/RTGS only. A statement of payment with details of all deductions shall be furnished to the concerned suppliers for their reference.

For imported goods, 100% payment shall be released through Letter of Credit payable as 80 % against dispatch documents and balance 20% after installation and commissioning of the equipment. LC and Custom Clearance Charges will be borne by the supplier. In some cases, provision of 90% against dispatch documents and balance 10% after installation and commissioning of the equipment may also be kept.

**j) Debarring/ Blacklisting:**

- If the bidder submits forged/ fabricated documents/ misrepresentation of facts in its technical bid, the bidder will be debarred to participate in any UPMSCL tender for two years. If the same is discovered after award of contract, the subject contract will be terminated immediately and the supplier will be debarred to participate in any UPMSCL tender for two years.
- If supplier fails to execute at least 50% of the order quantity for any particular item for more than two purchase orders, then the supplier shall be debarred for supply of that particular item for a period of two years.
- If during the warranty period or during the Maintenance Contract post warranty, the supplier fails to execute its duties and responsibilities of preventive maintenance or maintenance contract consecutively for two

contracts, the supplier will be debarred to participate in any UPMSCL tender for next two years.

**k) Rate contract validity & flexibility of procurement:**

The tenders floated by UPMSCL will also be 'Rate Contract'. The rates quoted by the bidder shall remain valid for two years from the date of signing of contract and UPMSCL will have the option to extend the period of price firmness for a further period of up to six months. There shall be no binding on minimum quantity to be procured. However, cumulative procurement shall not go beyond 150 % of the tentative requirement published in tender document. In case where procurement beyond the above stipulated limit is required, same can be done with due approval from Board of Directors.

**9. COMPETENT AUTHORITIES/ COMMITTEES:**

MD, UPMSCL will have the full authority to constitute various internal committees depending up-on nature and volume of procurement. Various external experts / subject matter experts will be part of Technical Specification Committee, Pre Bid Meeting, Technical Evaluation Committee and Demonstration Committee.

**10. RESOLUTION OF DISPUTES**

If dispute or difference of any kind shall arise between the Tender Inviting Authority/User Institution and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the tender document, either the Tender Inviting Authority/User Institution or the successful tenderer may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

In the case of a dispute or difference arising between the Tender Inviting Authority/User Institution and a domestic Successful tenderer relating to any

matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of Principal Secretary, Medical Health, Govt. of UP whose decision shall be final.

Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Lucknow, India.

#### **11. INSPECTION OF SUPPLIES:**

UPMSCL may undertake Post/Pre Dispatch Inspection of supplies on random basis either on its own or may hire a third party for completion of the job. The mode of inspection will be governed by the terms and conditions of the tender document. For the selection of third party, UPMSCL will float an RFP for empanelment of such agencies. However for urgent requirement, UPMSCL may hire a third party directly engaged by any government or UN agencies at the same terms and conditions upon the approval of Board of Directors.

**All other clauses which are not defined herein but mentioned in “UTTAR PRADESH PROCUREMENT MANUAL (Procurement of Goods), 2016” will be applicable. Provisions which are not defined at any of these documents can also be applicable if the same is defined in tender condition. In addition, CVC guidelines as revised from time to time shall also be followed.**

**The Board also authorizes the MD, UPMSCL to undertake minor corrections to the methods mentioned above without affecting the essence of the principles in the document.**