

High Commission of India

Lilongwe

Indian Field Hospital (Level 3 Hospital MONUSCO, Goma, DR Congo) is in the process of procurement of 01 X Mobile Digital Radiography System.

- The technical specifications have been finalized based on the current market trend and the requirement of the user.
- The detailed of specifications of the item required, method of submission of bids, opening and selection of lowest (L1) bidder, placing of Supply Order, Terms of the Contract and the timeline for delivery are included in the various parts of the **Request For Proposal** (RFP) and may be accessed by clicking [here](#).

E-mail : monusco-cs-indrdb-co@un.org

HQ 301 Infantry Brigade
Group (MONUSCO)
PIN-908301
C/O 1 CBPO
c/o 56 APO

02/Proc/MDRS/UN/Maj Eqpt

29 June 2019

To

M/S _____

Email: _____ @ _____

**REQUEST FOR TECHNICAL AND COMMERCIAL PROPOSAL FOR
OPEN TENDER ENQUIRY (OTE) INVITATION OF BIDS FOR
SUPPLY OF MOBILE DIGITAL RADIOGRAPHY SYSTEM**

Dear Sir,

1. The Ministry of Defense, Government of India, intends to procure **Mobile Digital Radiography System**. A bid for the same under 'Open Tender Enquiry' is hereby invited for and on behalf of President of India for supply of items listed in Part I of this RFP. The tender reference No is **02/Proc/MDRS/UN/Maj Eqpt**.
2. This Request for Proposal (RFP) consists of three parts as indicated below: -
 - (a) **Part I.** The first part consists of the general requirement of the equipment, the numbers required, the time frame for deliveries, maintenance and warranty/guarantee conditions etc. It includes procedure and last date and time for submission of offers. It also clarifies evaluation and acceptance criteria.
 - (b) **Part II.** The second part of the RFP incorporates the aspects of Service Qualitative Requirements (SQRs) describing the technical parameters of the proposed equipment. The characteristics and features that should be met by the equipment are elucidated at **Appendix A**.
 - (c) **Part III.** The third part of the RFP consists of the commercial clauses and Standard clauses of contract. The bidders are required to give confirmation of their acceptance of these clauses.
3. The RFP is being issued with no financial commitment and the buyer reserves the right to change or vary any part thereof at any stage. The end user of the equipment is the UN Indian Field Hospital, Level III Hospital, Goma, DR Congo.



4. The address and contact numbers for sending Bids and seeking clarification regarding this RFP is given below: -

(a)	Bids to be addressed to	Procurement Committee, HQ 301 Infantry Brigade Group (MONUSCO) TMK, Goma, DRC	monusco-cs- indrdb-co@un.org
(b)	Queries to be addressed to	OIC Procurement Cell, HQ 301 Infantry Brigade Group (MONUSCO)	monusco-cs- indrdb-co@un.org monusco-cs- oicproc@un.org monusco-cs-level3- 2ic@un.org monusco-cs-level3- clo@un.org
(c)	Postal address for sending Bids	Procurement Committee, HQ 301 Infantry Brigade Group (MONUSCO) TMK, Goma, DRC	
(d)	Contact personnel		monusco-cs- indrdb-co@un.org



PART I: GENERAL REQUIREMENTS

5. **Item Reqd.** Item which is to be procured along with quantity are given below: -

Ser No	Nomenclature	Components	Qty
(a)	Mobile Digital Radiograph System	Mobile Digital X Ray Unit	01
(b)		Cassette	02
(c)		Additional workstation	01
(d)		Reputed make 2KVA online UPS with 30 minutes backup	01
(e)		Reputed make 5KVA CVT	01
(f)		Reputed make Zero lead aprons of single piece wrap around type of at least 3 sizes and protective shields for gonads, thyroid respectively	03
(g)		Reputed make Slim LED view boxes of standard make (4in1 panel) with independently adjustable brightness and ON/OFF switch	02
(h)		Reputed make wheel chair	02
(i)		Wooden table for additional workstation.	01
(j)			

6. Two bid system will be followed in which the vendor is required to give a technical bid and a commercial bid for each item. Commercial offers will be evaluated only for those Bids which have been found correct post technical evaluation by Technical evaluation committee. The evaluation criteria and Price Bid format will be covered under Para8. It is highlighted that submission of incorrect format / incomplete Price bid format will render the offer liable for rejection.

7. The Technical and Commercial Proposals should be sealed separately (the envelope should clearly state this letter No and the type of equipment & type of bid) and submitted together to the undersigned at the following postal address by 1200hours on 20 Jul 2019. In order to ensure competitiveness and secrecy of bids, **bids if send on email will not be accepted.**

Procurement Committee
HQ 301 Infantry Brigade Group (MONUSCO)
TMK, Goma, DRC
 Email ID: monusco-cs-indrdb-co@un.org

8. The same can also be mailed by email to monusco-cs-indrdb-co@un.org clearly endorsing in subject as 'Technical / Commercial Bid for Mobile Digital Radiography System'.

Please note that any bids received after 1200 hours on 20 Jul 2019 shall NOT be evaluated.



9. **Evaluation and Acceptance Process**

- (a) **Evaluation of Technical Proposals.** The technical proposals forwarded by the firms will be evaluated by a Technical Evaluation Committee (TEC). The TEC will examine the extent of variations/differences, if any, in the technical characteristics of the equipment offered by various vendors with reference to the QRs and give out its recommendations to the procurement committee.
- (b) **Evaluation of Commercial Bid.** The Commercial bids of only those bidders will be evaluated, whose technical bids have been cleared by TEC. The bidders are required to quote their price in Price bid format given in **Appendix B**. The lowest bidder (L-1 bidder) would be determined on the basis of **Appendix B**. Only L-1 bidder would be invited for negotiations by Contract Negotiation Committee (CNC).
- (c) **Placement of Supply order.** The successful conclusion of CNC will be followed by placement of supply order.
10. The Technical Bids Offer will be opened at 1300 hours on 22 Jul 2019 at the same venue as indicated at para 7 above for those vendors who give sealed proposals in Bid Box. The vendor or his authorized representative is welcome to be present at the opening of the proposals. Necessary details may be sent minimum two days in advance to facilitate obtaining of security clearance.
11. The Technical Bids Offer will be evaluated by a Technical Evaluation Committee (TEC) to confirm that the equipment being offered meets the essential parameters as elaborated in **Appendix A**.
12. The offers (Technical and Commercial) will be evaluated by separate committees for those vendors who give physical bids and if firm desires, they may depute their representatives, duly authorized in writing, to be present at the time of evaluation of tenders. The evaluation of tenders will be carried out and Bidders will be informed of acceptance/ Rejection of bids on email only. Vendors to ensure endorsing correct email ID on the bid documents.
13. **Year of Production.** Goods should be of latest manufacture, conform to the current production standard and should have 100% of the defined life at the time of delivery. Deviations if any should be clearly brought out by the vendor in the Technical Proposal.
14. **Delivery Schedule.** The equipment (complete in all aspects) must be supplied at Indian Field hospital, Level III, MONUSCO, Goma within 60 days of placement of supply Order. ***Please note that contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period.*** Extension of contracted delivery period will be at the sole discretion of the Buyer, with or without applicability of Liquidated Damage clause.
15. **Warranty.** The goods supplied shall carry onsite warranty for 24 months from the date of acceptance. Warranty Clause is given at **Appendix 'C'**.
16. **Government Regulations.** It may also be confirmed that there are no Government restrictions or limitations in the country of the supplier or countries from which subcomponents are being procured and/or for the export of any part of the system being supplied.
17. Any queries /clarifications to this RFP may be sent to this office within 4 days of issue of this RFP vide email on monusco-cs-indrdb-co@un.org, monusco-cs-oicproc@un.org, monusco-cs-level3-2ic@un.org & monusco-cs-level3-clo@un.org.



PART II: TECHNICAL PARAMETERS

18. **Operational Characteristics and Features.** The broad operational characteristics and features that are to be met by the equipment are elucidated at **Appendix A**.
19. **Technical Offer.** The Technical Offer must enable detailed understanding of the functioning and characteristics of the equipment as a whole and each sub system independently. It must include the parameters as listed at **Appendix A** and any other information pertaining to the technical specifications of the equipment considered important/ relevant by the vendor. The technical proposal should also include maintenance schedules to achieve maximum life and recommended storage condition/ environment condition.
20. **Technical Details.**
- (a) The technical details should be factual, comprehensive and include specifications of the offered system / equipment against broad requirements listed in **Appendix A**.
 - (b) Insufficient or incomplete details may lead to rejection of the offer. Mere indication of compliance may be construed as incomplete information.
 - (c) Certification of the vendor are required to be furnished whether the firm is an OEM or Auth vendor for the equipment. Undertaking to be provided from the vendor taking the sole responsibility of repair and maintenance of the equipment during the warranty period.


PART -III: COMMERCIAL ASPECTS**Commercial Offer**

21. Commercial offers will be evaluated only for the vendors whose equipment is short-listed, after technical evaluation. The Commercial Offer must be firm and fixed and should be valid for **at least 120 days from the date of submission of offer**. Please note that all vendors are required to provide Operating Manuals on the scale of 1:1 **free of cost** with each equipment.
22. The vendor is requested to take into consideration the Commercial Clauses given at **Appendix 'D'** while formulating the Commercial Offers.
23. **Standard Clauses on Contract.** The Government of India desires that all actions regarding procurement of any equipment be totally transparent and carried out as per established procedures. The supplier is required to accept our standard clauses for arbitration and laws which would be incorporated in the contract. The text of these clauses is at **Appendix 'E'**.

CONDITIONS UNDER WHICH THIS RFP IS ISSUED

24. This RFP is being issued with no financial commitment on a **No Cost No Commitment (NCNC) basis**; and the Ministry of Defense reserves the right to withdraw the RFP and change or vary any part thereof or foreclose the procurement case at any stage.
25. Please acknowledge receipt.

Yours faithfully


(C Ashok)
Col
Presiding Officer
Procurement Committee

TECHNICAL SPECIFICATIONS: DIGITAL MOBILE RADIOGRAPHY SYSTEM

1. **Technical Specifications:** Recommended technical specifications for proposed Digital Mobile Radiography System are enumerated below: -

(a) **Mobile X-ray unit** :-

- (i) Mobile X-ray unit for both recumbent and seated patient.
- (ii) Forward/Reverse motor drive, manual drive in case of battery failure.
- (iii) High speed adjustable from 1.2 to 1.5 m/s.
- (iv) Reduced speed feature (creep mode) for fine tuning unit positioning.
- (v) Counterbalanced arm can be rotated by ± 90 degrees and allows easy adjustment for all the different projections.
- (v) Flexible X-ray tube.
- (vi) Exposure release via hand switch / remote control.
- (vii) LED collimator light: can be switched on control panel.
- (viii) Automatic cable winder with 4 m power cable for connection to any grounded outlet.
- (ix) Available with numeric keypad

(b) **Work station hardware**:-

- (i) Digital image processor controlled from the central, integrated image and control station.
- (ii) High-end PC imaging system based on Windows 10 with user interface.
- (ii) 17"Color high-contrast display for touch screen operation.
- (iii) Memory capacity approx. 10,000 images.

(c) **Generator**.

- (i) Power output Max. 133 kV at 225 mA.
- (ii) kVp range 40 kV to 133 kV.
- (iii) mAs range 0.32 mAs to 360 mAs.
- (iv) Shortest exposure time 1 ms.
- (iv) Max. Exposure time 3.2 s (digital mode.)
- (v) Exposure release Detachable remote control with 5 m coiled cord.
- (vi) Protection against electric shock Class I acc.



(d) **X-ray tube.**

- (i) Rotating-anode tube.
- (ii) Focal spot nominal value 0.8.
- (iii) Anode angle 15°.
- (iv) Anode speed Up to 9,000 r.p.m., 150 Hz.
- (v) Heat storage capacity of tube housing 800,000 J = 1,100,000 HU.
- (vi) Inherent filtration: Total filtration ≥ 3.5 mm Al .
- (vii) Collimator Manually adjustable multi leaf collimator, rotatable $\pm 90^\circ$.
- (viii) Collimator LED light.
- (ix) Tube housing assembly Maximum temperature 60 °C.

(e) **Cassette.**

- (i) Cesium iodide scintillator coupled to TFT matrix.
- (ii) Dimensions (14x17") and (10x12").
- (iii) Pixel size 148 μm .
- (iv) Scintillator Cesium iodide (CsI).
- (v) Digitization depth 16 bits.
- (vi) Data transmission WLAN 2) < 2 s preview; < 5 s full image.
- (vii) Light Weight Max.
- (viii) Battery Lithium-ion, rechargeable, exchangeable.
- (ix) Operation time Up to 1000 images.

(f) **Virtual Workstation:-**

- (i) Patient registration Retrieval of patient list.
- (ii) Patient, study and image data administration.
- (iii) Virtualized Windows 10 environment.
- (iv) Allows installation of hospital specific applications for viewing and information, e.g. RIS client, PACS viewer, etc.
- (v) Imaging system output for sending in DICOM format.



(g) **Image acquisition/display/processing:-**

- (i) Acquisition and preprocessing Selection, setting of parameters for image.
- (ii) Preprocessing (amplification, harmonization, edge enhancement and LUT).
- (iii) Image display Fit to window view of full image
- (iv) Image processing functions Rotation, vertical and horizontal reversal, zoom, windowing for contrast/brightness, black/white image inversion.
- (v) Graphic functions Quantification with angle/distance measurement
- (vi) Text functions Marking, annotation, image comments, R/L markers.
- (vii) Gridless Acquisition.
- (viii) DICOM network interfaces -Transmission of images to a DICOM network for viewing and archiving, to a DICOM laser camera, to PACS.



TECHNICAL BID**TECHNICAL PARAMETER PERFORMA: DIGITAL MOBILE RADIOGRAPHY SYSTEM**

S. No	Items	Tech specification desired	Tech specification Offered	Remarks	Make & Model
1.	Mobile X-Ray Unit	<p>(a) Mobile X-ray unit for both recumbent and seated patient.</p> <p>(b) Forward/Reverse motor drive, manual drive in case of battery failure.</p> <p>(c) High speed adjustable from 1.2 to 1.5 m/s.</p> <p>(d) Reduced speed feature (creep mode) for fine tuning unit positioning.</p> <p>(e) Counterbalanced arm can be rotated by ± 90 degrees and allows easy adjustment for all the different projections.</p> <p>(f) Flexible X-ray tube.</p> <p>(g) Exposure release via hand switch / remote control.</p> <p>(h) LED collimator light: can be switched on control panel.</p> <p>(j) Automatic cable winder with 4 m power cable for connection to any grounded outlet.</p> <p>(k) Available with numeric keypad.</p>			
2.	Work station hardware	<p>(a) Digital image processor controlled from the central, integrated image and control station.</p> <p>(b) High-end PC imaging system based on Windows 10 with user interface.</p> <p>(c) 17" Color high-contrast display for touch screen operation.</p> <p>(d) Memory capacity approx. 10,000 images</p>			



S. No	Items	Tech specification desired	Tech specification Offered	Remarks	Make & Model
3.	Generator	<ul style="list-style-type: none"> (a) Power output Max. 133 kV at 225 mA. (b) kVp range 40 kV to 133 kV. (c) mAs range 0.32 mAs to 360 mAs. (d) Shortest exposure time 1 ms. (e) Max. exposure time 3.2 s (digital mode.) (f) Exposure release Detachable remote control with 5 m coiled cord. (g) Protection against electric shock Class I acc. 			
4	X-ray tube	<ul style="list-style-type: none"> (a) rotating-anode tube. (b) Focal spot nominal value 0.8. (c) Anode angle 15°. (d) Anode speed Up to 9,000 r.p.m., 150 Hz. (e) Heat storage capacity of tube housing 800,000 J = 1,100,000 HU. (f) Inherent filtration: Total filtration ≥ 3.5 mm Al. (g) Collimator Manually adjustable multileaf collimator, rotatable $\pm 90^\circ$. (h) Collimator LED light. (j) Tube housing assembly Maximum temperature 60 °C 			
5	Flat Panel Detector	<ul style="list-style-type: none"> (a) Cesium iodide scintillator coupled to TFT matrix. (b) Dimensions (14x17") and (10x12"). (c) Pixel size 148 μm. (d) Scintillator Cesium iodide (CsI). (e) Digitization depth 16 bits. (f) Data transmission WLAN 2) < 2 s preview; < 5 s full image. (g) Light Weight Max. (h) Battery Lithium-ion, rechargeable, exchangeable. (j) Operation time Up to 1000 images. 			



S. No	Items	Tech specification desired	Tech specification Offered	Remarks	Make & Model
6.	Virtual Workstation	<p>(a) Patient registration Retrieval of patient list.</p> <p>(b) Patient, study and image data administration.</p> <p>(c) Virtualized Windows 10 environment.</p> <p>(d) Allows installation of hospital specific applications for viewing and information, e.g. RIS client, PACS viewer, etc.</p> <p>(e) Imaging system output for sending in DICOM format.</p>			
7		<p>(a) Acquisition and preprocessing Selection, setting of parameters for image.</p> <p>(b) Preprocessing (amplification, harmonization, edge enhancement and LUT).</p> <p>(c) Image display Fit to window view of full image</p> <p>(d) Image processing functions Rotation, vertical and horizontal reversal, zoom, windowing for contrast/brightness, black/white image inversion.</p> <p>(e) Graphic functions Quantification with angle/distance measurement</p> <p>(f) Text functions Marking, annotation, image comments, R/L markers.</p> <p>(g) Gridless Acquisition.</p> <p>(h) DICOM network interfaces - Transmission of images to a DICOM network for viewing and archiving, to a DICOM laser camera, to PACS.</p> <p>(j) Should have DVD writer and a USB port for recording images.</p>			

S. No	Items	Tech specification desired	Tech specification Offered	Remarks	Make & Model
8	Accessories	<p>(a) CVT of atleast 5 KVA rating</p> <p>(b) Three numbers of Zero Lead aprons of single piece with protective shields for gonads/thyroid.</p> <p>(c) Slim LED view boxes with 4 in 1 panel with independently adjustable brightness.</p>			
9	Power/Battery Backup	<p>(a) operate on single phase supply of 180 to 240volts</p> <p>(b) Acquire 100 radiographs or have battery backup of 120 minutes</p> <p>(c) Separate battery to power the motor.</p> <p>(d) Chargeable battery from a normal 15A 230V single phase in less than 6 hours.</p>			
10	General	<p>(a) Should be US FDA and European CE certified.</p> <p>(b) All technical information must be supported by original product datasheet.</p> <p>(c) certificate of OEM/registered authorized vendor for the equipment.</p> <p>(d) Undertaking that the firm takes the responsibility of repair and maintenance during the warranty period.</p>			



Appendix 'B'
(Refers to Para 8 (b) of RFP)

PRICE BID FORMAT

1. **Price Bid Format.** The Price Bid Format is given below and Bidders are required to fill this correctly with full details. No column of the Bid format should be left blank. If any column is not applicable and intentionally left blank, the reason for the same has to be clearly indicated.

Ser No	Items	Qty	Unit Cost	Total Cost	Remarks
(a)	Cost of Basic Equipment Full break-up details may be given (to include all costs incl cost of Operating Manual & Taxes, Octroi etc.)				All govt taxes/cess/import duties/Custom clearances cost must be borne by Supplier. Overall Price quoted must include all these
(b)	Annual maintenance Contract				AMC cost applicable for a total of 5 years after the expiry of warranty period.
(c)	Any Other Cost (to be specified): -				Must be clearly defined in the terms of payment (installation, commissioning & undertaking of on-site training)
	Total Cost (Total of Serial (a) + (c))				Total Cost will not include cost of AMC. AMC cost may be mentioned separately.
* Certifications of the vendor (whether OEM or Auth Vendor) must be furnished.					

2. The AMC cost will be taken into consideration for arriving at the lowest bid.
3. All govt taxes/cess/import duties/Custom clearances cost must be borne by Supplier. Price quoted must include all these. The vendor shall be solely responsible to carry out all import formalities.
4. The cost given herein will be final and binding. No amendments/ representation after bid evaluation shall be allowed.
5. All costs to be calculated for delivery of goods/ services at **INDIAN FIELD HOSPITAL LEVEL III, MONUSCO, Goma, North Kivu, and Democratic Republic of Congo**. Bids must be calculated accordingly.
6. **Bankers details for payment.** Bidders are requested to enclose details of bank account to which the payment is to be made duly signed by the concerned bank authority. A cancelled cheque to be attached.
7. Legal address, contact details, email ID, company/firm registration number and details should also be mentioned in the bid along with copy of all concerned certificates.

WARRANTY CLAUSE

1. The **SELLER** warrants that the goods/services supplied under this contract conform to technical specifications prescribed and shall perform according to the said Technical Specifications.
2. The **SELLER** warrants for a period of 24 months from the date of acceptance of stores, that the goods / stores supplied under this contract and each component used in the manufacture thereof shall be free from all types of defects /failures.
3. If within the period of warranty, the goods/services are reported by the **BUYER** to have failed to perform as per the specifications, the **SELLER** shall either replace or rectify the same free of charge, maximum within 21days of notification of such defect by the **BUYER** provided that the goods are used and maintained by the **BUYER** as per instructions contained in the Operating Manual. Spares and all consumables required for warranty repairs shall be provided free of cost by **SELLER**.
4. All activities including diagnosis, rectification, calibration, transportation etc, required for making equipment serviceable and available would be the **SELLER's** responsibility. The **SELLER** also undertakes to diagnose, test, adjust, calibrate and repair / replace the goods/ equipment arising due to accidents by neglect or misuse by the operator or damage due to transportation of the goods during the warranty period, at the cost mutually agreed to between the **BUYER** and the **SELLER**. The **SELLER** shall intimate the assignable cause of the failures.
5. **SELLER** hereby warrants that necessary service and repair back up during the warranty period shall be provided by the **SELLER** and he will ensure that the cumulative downtime period for the equipment does not exceed 5% of the warranty period.
6. If a particular equipment/goods fails frequently and/or, the cumulative down time exceeds 5% of the warranty period or a common defect is noticed in more than 10% of the quantity of goods with respect to a particular item/component/sub-component, that complete item/equipment shall be replaced free of cost by the **SELLER** within a stipulated period of 28 days of receipt of the notification from the **BUYER**.
7. In case the complete delivery of the Engineering Support package is delayed beyond the period stipulated in this contract, then the **SELLER** undertakes that the warranty period for the goods/stores shall be extended to that extent.
8. The **BUYER** and **SELLER** agree to enter into Annual Maintenance Contract for the equipment on expiry of warranty period. All the required services will be made available free of cost and periodic maintenance carried out.



COMMERCIAL CLAUSES

1. **Payment terms**
 - (a) **Currency of Payment.** All bidders should submit their bids in US Dollars.
 - (b) **Payment to Foreign Bidders**
 - (i) **Advance Payment -** No advance payment will be made. Entire payment (100%) will be released on acceptance of inspection note by Accept Test Procedure Board and issuance of passing memo by the tendere post installation, commissioning and onsite training.
 - (ii) **Taxes and Duties.** All taxes, duties, levies, import and other charges which are to be paid for the delivery of goods shall be paid by the supplier in the respective countries and same should be included while calculation of cost of items.
 - (iii) **AMC payments** Yearly payments will be made by PCDA/CDA on submission of User clearance certificate through Cheque payments. The cheque would be made out in USD only.
2. **Performance-cum-Warranty Guarantee Clause** - A Performance-cum-Warranty Bank Guarantee (PWBG) of 2 % of value of the Contract would be furnished by the Seller in the form of a Bank Guarantee. The PWBG shall be submitted by the Seller within one week of signing of contract and shall be valid for a period, until one month beyond the warranty period, as specified in the RFP.
3. **Inspection** - Pre-Dispatch Inspection (PDI) would be at the discretion of the Buyer. In addition, Joint Receipt Inspection (JRI) may also be carried out. If it is PDI, the Seller should intimate at least 45days prior to the day when the equipment is to be offered for PDI to enable Buyer's QA personnel to be available for inspection. In case of JRI, the representative of the Seller may be present for inspection after the equipment reaches the concerned destination. The Seller would be informed of the date for JRI.
4. **Liquidated Damages (LD)** - In the event of the Seller's failure to submit the items/services as per Delivery schedule specified in the contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct LD to the sum of 0.5% of the contract price of the delayed/undelivered stores/ services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores / services.



Appendix E
(Refers to Para 23 of RFP)

STANDARD CLAUSES IN CONTRACT LAW

1. The present Contract shall be considered and made in accordance to the laws of Republic of India.

Arbitration

2. All disputes or differences arising out of or in connection with the present Contract, including the one connected with the validity of the present Contract or any part thereof, shall be settled by bilateral discussions.

3. Any dispute, disagreement or question arising out of or relating to this Contract or relating to performance, which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be resolved as per the arbitration rules followed by the **Republic of India**.

