

Ministry of Health & Family Welfare

National AIDS Control Organization

Through

RITES LIMITED

(Procurement Agent)

Materials System Management Division

RITES Office Complex, Annex Building, 4th Floor,

Plot No.144, Sector 44, GURGAON, INDIA

Dated: 30.11.2015

AMENDMENT No. 1

National HIV/AIDS Control Programme

National Competitive Bidding

IFB No.: RITES/MSM/NACP/08/2015, due for opening on 15.12.2015

for Procurement of ARV DRUGS (ANTI RETRO-VIRAL DRUGS) (PAEDIATRIC)

The following amendments in the subject bid document are hereby authorized:-

Sl. No.	Reference	Existing	Modified
Section II: General Conditions of Contract:			
1.	GCC Settlement Disputes (Page No.51-53) 27. of	The existing clause	Modified clause is mentioned in Annexure- A below.

All other terms and conditions of the Bid Document shall remain unchanged.

ADDRESS FOR COMMUNICATION:

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4th Floor, Plot No. 144, Sector 44, Gurgaon - 122003 (Haryana)-
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27. Settlement of Disputes	27.1	If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
	27.2.1	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
	27.2.2	Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:-
	(a)	In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, <u>appointment of Presiding Arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.</u>
	(b)	The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
	(c)	Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, <u>appointment shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.</u>
	(d)	If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the <u>appointment of arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.</u>
	(e)	The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
	(f)	The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.
27.3	Notwithstanding any reference to arbitration herein,	
(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and	
(b)	the Purchaser shall pay the Supplier any monies due to the Supplier.	