

**Amendment No. 4**

**Date: 28-01-2019**

**Sub: Amendment to Tender Enquiry Document.**

**Ref: Tender Enquiry No.: HITES/PCD/PMSSY-IV/AIIMS/11/18-19 dated 13.12.2018 read with amendment no. 1 amendment no. 2 and amendment no. 3 dated 04.01.2019, 10.01.2019 and 23.01.2019 respectively.**

The following changes have been incorporated in the referred tender.

**SECTION – II  
GENERAL INSTRUCTIONS TO TENDERERS (GIT)**

**Clause no. 31. Qualification Criteria**

**Added Para:**

Note:-Definition of Start-up (only for the purpose of Government schemes)

(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25th July 2016.)

**Clause no. 31.1**

**Existing:**

**Deleted**

**Read as:**

In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

**Clause no. 35.1 (ii)**

**Existing:**

**Deleted**

**Read as:**

In the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

**Clause no. 35.5 (Page no.24)**

**Existing:**

Minimum Local Content: A supplier shall be considered as local supplier provided the minimum local content of the offered item is 50%.

**Read as:**

Minimum Local Content: A supplier shall be considered as local supplier provided the minimum local content of the offered item is **25%** as per guideline issued by Department of Pharmaceuticals under Ministry of Chemicals & Fertilizers, GOI vide notification no. F.No.31026/36/2016-MD dated 18<sup>th</sup> May

2018 and endorsed by Ministry of Health and Family Welfare, GOI vide notification no. F. No Z.28018/67/2017-EPW Dated 12.06.2018.

**SECTION - III  
SPECIAL INSTRUCTIONS TO TENDERERS  
(SIT)**

**Added Para**  
**AWARD OF CONTRACT**

(i) The quantities in this tender (including additional quantities against the clause “Variation of Quantities at the Time of Award/ Currency of Contract”) can be used by both HLL Infra Tech Services as well as its parent company HLL Lifecare Limited.

**SECTION - IV  
GENERAL CONDITIONS OF CONTRACT (GCC)**

**Clause no. 8.8**

**Existing:**

**Deleted**

**Read as:**

Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier’s cost and furnish necessary certificate from the said agency in support of their claim.

**Clause no. 10.1**

**Existing:**

**Deleted**

**Read as:**

Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India’s forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract. In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

**Clause no.11 Insurance**

**Added Para:**

In case of non-availability of insurance as per requirement and any incident /damage / loss occur during the transit / storage of consignment under any circumstance as mentioned above, the cost and risk shall be borne by the supplier only.

**Clause no.11.1-ii**

**Existing:**

**Deleted****Read as:**

In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier or its Indian Subsidiary/Indian agent from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

**Clause no. 14 B****Existing:****Deleted****Read as:**

For goods imported from abroad Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV prior to despatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival.

**Note:**

1. In case of sea shipment minimum 14 days demurrage free period to be allotted and instructed to the shipping lines by the supplier/beneficiary.
2. Necessary instruction to be given by the beneficiary/ supplier to the Shipping line / airline/ agent / Console to file the IGM in the name of M/s. HLL Infra Tech Services Limited only.
3. In case of air shipments soft copy of Airway bill, Invoice and Packing list with catalogue of shipment has to be submitted to HITES prior to landing of shipment.

**Clause no. 15****Existing:**

-The warranty shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.

**Read as:**

The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular updates of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.

**Clause no. 21.4**

**Existing:**

**Deleted**

**Read as:**

Irrevocable & non – transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

**SECTION - VI  
LIST OF REQUIREMENTS**

**Part II: Required Delivery Schedule**

**Existing:**

- a) For Indigenous goods or for imported goods if supplied from India: 45 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.

Installation and commissioning shall be done within 30 days of receipt of the stores/ goods at site or within 30 days of handing over the site for installation, whichever is later. For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Note:

- i) The delivery schedule for different sites may be staggered based on the site readiness; the supplier should get confirmation of site readiness from the purchaser before delivery to each site.

**Read as:**

**a) For Indigenous goods or for imported goods if supplied from India:**

90 days (for items at sl. no. 1, 2& 3) and 75 days (for all other items in this Tender Enquiry Document) from date of Notification of Award to delivery at consignee site or 45 days from the date of site handover, whichever is later. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period.

Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site.

**b) For Imported goods directly from foreign:**

90 days from the date of opening of L/C to deliver at port of destination or 45 days from handing over the site, whichever is later. The date of delivery will be the date on which the consignment reaches the Port of Destination. (Tenderers may quote the earliest delivery period).

Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site.

If the delivery gets delayed due to site related issues, the supplier must get the revised tentative delivery date duly vetted by the consignee.

(The supplier has to ensure the site readiness from the Director/MS of respective consignee/Executing agency before dispatching the equipment. Any delay attributable to site readiness of individual institutes shall be communicated to M/s. HLL Infra Tech Services Limited in writing, for extension of delivery period, with proof from respective Institutes).

Layout drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 30 days from the date of release of NOA.

Site Readiness means that the site is ready in all aspects for successful delivery, installation and commissioning.

**Note:**

- i) Supplier has to submit clear documents for opening of LC to HITES within 30 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- ii) In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.
- iii) Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods, are to be supplied within the contractual delivery period as stated in para b) above.
- iv) Since the supplier is not responsible for custom clearing and forwarding the goods to consignee site, the time taken for the same shall not be counted for computation of LD. However, time taken by the supplier to rectify the short comings of any document for custom clearing the goods to be counted in the above delivery period.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

**Note:**

i) The delivery schedule for different sites may be staggered based on the site readiness; the supplier should get confirmation of site readiness from the purchaser before delivery to each site.

**Section – XIX  
Consignee List**

**Existing:**

Consignee Code	Medical Institutions
	ALL OVER INDIA

**Read as:**

Sl no.	Medical Institutions
1.	AIIMS Manglagiri, Guntur, Andhra Pradesh
2.	AIIMS Nagpur, Maharashtra
3.	AIIMS Kalyani, West Bengal
4.	AIIMS Gorakhpur, Uttar Pradesh
5.	AIIMS Bathinda, Punjab
6.	AIIMS Guwahati, Assam
7.	Any other upcoming AIIMS under PMSSY

**All other contents of the tender enquiry including terms & conditions remain unaltered.**

**Note:**

Prospective bidders are advised to check the website regularly prior to the closing date and time of online submission of tenders.