

Corrigendum 01 in GeM portal  
Bid Number: GEM/2020/B/902905

1: Tender Inviting Authority: This tender enquiry for procurement of ICU Monitor without EtCO<sub>2</sub> is being invited by HLL Infra Tech Services Limited (Procurement Consultancy Division) on behalf of Director Medical Education, Bhopal, Madhya Pradesh to be supplied to various government medical colleges in MP.

2: One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms participation to be disqualified.

3: Buyer/ HITES reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer/ HITES. On such cancellation the decision of the buyer/ HITES will be binding and final on the subject.

4: Inspections and Tests: HITES or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. Further, a. The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representative of CEO HITES and they will issue an acceptance certificate.

5: Packing: (i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit (ii)The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency.

6: Packing: Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.

7: Payment: Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner: (a) On delivery: 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents: (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount; Invoice should indicate Bill to Consignee through M/s HLL Infra Tech Services Limited and Ship to as: Place of Supply. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only. (ii) Consignee Receipt Certificate in original issued by the authorized representative of the consignee; (iii) Two copies of packing list identifying contents of each package; (iv) Inspection certificate issued by the nominated Inspection agency, if any. (v) Insurance Certificate. (vi) Certificate of origin.

8: Payment: b) On Acceptance: Balance 25% payment would be made against 'Final Acceptance Certificate' to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be

issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

9: Settlement of Disputes: If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

10: Settlement of Disputes: 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 SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter 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 Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).

11: Settlement of Disputes: Settlement of disputes through pre- institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.

12: Settlement of Disputes: Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

13: Settlement of Disputes: Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

14: Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

15: Insurance: (i) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee. (ii) If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed. (iii) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of M/s. HLL Infra Tech Services Limited, covering all risks basis for the goods from supplier/manufacturer warehouse to consignee warehouse.

16: Liquidated damages: If the supplier fails to deliver any (as per clause 5 above) or all of the goods or fails to perform the services within the time frame (s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidity damages,

calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.

17: Price for the optional accessories along with Part Numbers (2-IBP, Side Stream Co2 , CO (cardiac output with minimum 8 channels to display the more waveforms) and BIS) to be mentioned in Technical Bid in PDF format. However, the same shall not be considered for the ranking and evaluation purpose.

**18: Added Para to the Technical Specification:**

Quoted model should be European CE/ USFDA/BIS approved.