

12.08.2022

**Amendment No. 4****Sub: Technical Amendment to the referred tender enquiry****Ref.: HITES/PCD/AIIMS-IV/53/CSSD/22-23 dated. 01-06-2022 Read with its Amendment no 1, 2, 3 and clarification no 1 dated: 12.07.2022, 26.07.2022, 28.07.2022 and 08.08.2022 respectively**

The following changes are being incorporated in the above referred Tender Enquiry Document.

**SECTION I****NOTICE INVITING TENDER (NIT)****2) Tender timeline:****Existing:**

<b>Sl. No.</b>	<b>Description</b>	<b>Schedule</b>
b.	Closing date & time for submission of online bids	17-08-2022, 1400 hrs
c.	Closing date & time for submission of <b>tender processing fee in physical form*</b>	18-08-2022, 1400 hrs
d.	Time and date of opening of online bids	18-08-2022, 1430 hrs

**Read as:**

<b>Sl. No.</b>	<b>Description</b>	<b>Schedule</b>
b.	Closing date & time for submission of online bids	22-08-2022, 1400 hrs
c.	Closing date & time for submission of <b>tender processing fee in physical form*</b>	23-08-2022, 1400 hrs
d.	Time and date of opening of online bids	23-08-2022, 1430 hrs

**SECTION - II****GENERAL INSTRUCTIONS TO TENDERERS (GIT)****GIT Point no. 14.1 f) (Page no. 15)****Existing:**

a) Principal's/Manufacturer's original Proforma Invoice with the price bid.

**Read as:**

a) Deleted

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

**GCC clause no . 21.1 A a) (page 35)**

**Existing:**

Seventy percent (75%) payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

**Read as:**

Seventy Five percent (75%) payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

**GCC clause no . 21.1 A b) (page 35)**

**Existing:**

Balance Twenty percent (25%) payment of the delivered goods value would be made against 'Final Acceptance Certificate' (FAC) as per Section XVIII of goods 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 need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

**Read as:**

Balance Twenty **Five** percent (25%) payment of the delivered goods value would be made against 'Final Acceptance Certificate' (FAC) as per Section XVIII of goods 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 need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

**SECTION – XIV**  
**MANUFACTURER’S AUTHORISATION FORM May be read as:**

**MANUFACTURER'S AUTHORISATION FORM (Exclusive)**

CEO,  
HLL Infra Tech Services Limited, Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sir,

Ref: Your TE document No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):  
\_\_\_\_\_  
*(please provide reason here).*

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,  
[Signature with date, name and designation]  
for and on behalf of Messrs \_\_\_\_\_  
[Name & address of the manufacturers]

*Note: This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.*

**MANUFACTURER'S AUTHORISATION FORM (SECTION – XIV – A)  
(NON- Exclusive)**

CEO,  
HLL Infra Tech Services Limited, Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sir,

Ref: Your TE document No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):  
\_\_\_\_\_  
(*please provide reason here*).

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,  
[Signature with date, name and designation]  
for and on behalf of Messrs \_\_\_\_\_  
[Name & address of the manufacturers]

*Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.  
2. Original Letter may be sent. Photocopy not acceptable*

**Commercial-pre-bid reply**

Tender Clause	Tender Terms & Condition	Request to amend as	Proposed Reply
Section – IV: GCC: Point no. 8.8 (page no. 30)	<p><b>Inspection, Testing and Quality Control</b></p> <p><b>8.8</b> 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.</p>	<p><b>Inspection, Testing and Quality Control</b></p> <p><b>8.8</b> Principal/ Foreign supplier/ <b>Bidder</b> shall also have the equipment inspected by recognized/ 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. The inspection clause shall be limited to following major items:</p> <ol style="list-style-type: none"> <li>1) Horizontal Sterilizer 550 litre,</li> <li>2) Sterilizer 250 L,</li> <li>3) Washer disinfectant</li> </ol>	No change
Section – VI: (Page no. 42)	<p><b>Part V:</b></p> <p>Warranty period as per details in general technical specification and as specified in Part I above.</p> <p>Warranty period will be 60 months from the date of installation, commissioning and acceptance or 66 months from the date of last shipment/dispatch when received at consignee site, whichever is earlier.</p>	<p><b>Part V:</b></p> <p>Warranty period as per details in general technical specification and as specified in Part I above.</p> <p>Warranty period will be 60 months from the date of <b>installation and commissioning</b> or 66 months from the date of last shipment/dispatch when received at consignee site, whichever is earlier.</p>	No change
Section – IV: GCC: Point no. 21.1 (page 35)	<p><b>Payment Terms:</b></p> <p>A) Payment for domestic goods or goods of foreign origin located within India. Payment shall be made in Indian Rupees as specified in the contract in the following manner:</p> <ol style="list-style-type: none"> <li>a) On delivery: Seventy percent (75%) payment of the delivered goods price shall be paid on receipt of goods in good condition</li> </ol> <p>(vii) Manufacturer’s warranty certificate.</p>	<p><b>Payment Terms:</b></p> <p>A) Payment for domestic goods or goods of foreign origin located within India. Payment shall be made in Indian Rupees as specified in the contract in the following manner:</p> <ol style="list-style-type: none"> <li>a) On delivery: Seventy percent (75%) payment of the delivered goods price shall be paid on receipt of goods in good condition</li> </ol> <p>(vii) Manufacturer’s warranty certificate Applicable</p>	<p>No change.</p> <p>However, following typo error may be corrected as:</p> <p><b>Existing:</b> Seventy percent (75%)</p> <p><b>Read as:</b> Seventy <b>Five</b> percent</p>

	<p>b) On Acceptance: Balance Twenty percent (25%) payment of the delivered goods value would be made against „Final Acceptance Certificate“ (FAC)</p> <p>c) Payment of other services, installation commissioning charges:- Payment of</p>	<p>only for major Items i.e. Horizontal Sterilizer 550 litre, Sterilizer 250 L, Washer disinfector, Table Top Sterilizer, Ultrasonic Cleaner. <b>Additional:</b> Lockable space prior to dispatch shall be provided by the institute.</p> <p>b) On Installation: Fifteen percent (15%) payment of the</p>	<p>(75%)</p> <p><b>Existing:</b> Twenty percent (25%).</p> <p><b>Read as:</b> Twenty <b>Five</b> percent (25%)</p>
	<p>other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee.</p> <p>B) Payment of Turnkey, if any: Turnkey payment will be made to the bidder/manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee.</p>	<p>delivered goods value would be made against Installation</p> <p>c) On Acceptance : Balance Ten percent (10%) payment of the delivered goods value would be made against „Final Acceptance Certificate“ (FAC). Payment of other services, installation commissioning charges:- Payment of other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee.</p> <p><b>B) Payment of Turnkey, if any:</b> Turnkey payment will be made to the bidder/ manufacturer's agent in Indian rupees (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation due to exchange variation. This will be paid in part based on actual pro-rata basis as follow: i. 75% payment of turnkey/site modification work will be paid on submission of turnkey verification report by Consignee representation / HITES representative along with measurement sheet &amp; ii. 25% payment of turnkey/site modification work will be paid on submission of proof of final installation, commissioning &amp; acceptance (FAC) of work by the Consignee.</p>	<p>No change</p>

<p>Section – VI: Part-II: Page No. 42</p>	<p><b>Required Delivery Schedule:</b> For Indigenous or for imported goods if supplied from India: Supply, Installation and Commissioning to be completed within 180 days from the date of NOA or 180 days from the date of approval of layout drawing or 90 days from the date of handing over of installation site by the consignee, whichever is later. Layout drawing for approval, valid Performance Security are to be submitted within 30 days from the date of release of NOA.</p>	<p><b>Required Delivery Schedule:</b> For Indigenous or for imported goods if supplied from India: Supply, Installation and Commissioning to be completed within 180 days from the date of NOA or <b>date of opening of LC (in case of LC opening-the time for forwarding / custom clearance to consignee side shall not be computation of LD)</b> or 180 days from the date of approval of layout drawing or 90 days from the date of handing over of installation site by the consignee, whichever is later. Layout drawing for approval, valid Performance Security are to be submitted within 30 days from the date of release of NOA.</p>	<p>No change</p>
<p>Section – IX; Page no. 81</p>	<p>For the following items, Non-Exclusive Manufacturer's Authorization should be submitted as per format at Section XIV-A:</p>	<p><b>Format not available</b></p>	<p>Format is attached with amendment</p>
<p>Section- II: GIT: Point no. 12 (page no. 13</p>	<p><b>12. Tender currencies</b> 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.  12.3 Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored.</p>	<p><b>12. Tender currencies</b> 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees. <b>12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.</b> <b>12.3</b>Tenders, where prices are quoted in any other</p>	<p>No change as this is a domestic tender.</p>

		<p>currency may not be accepted and are liable to be ignored.</p> <p><b>12.4 A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India (i.e. Bills of Entry for the quoted items and a self- declaration confirming that the quoted items were imported for the purpose of storage in bidder warehouse and for further sale), along with their techno-commercial bid.</b></p>	
Page no. 75	Space for them shall be provided by the Consignee for working. Rate of manpower to be quoted separately as per the price schedule attached and minimum wages of manpower will be as per Government Rules.	Space for them shall be provided by the Consignee for working. Rate of manpower to be quoted separately as per the price schedule attached and minimum wages of manpower will be as per Government Rules of states wages. <b>If any change in the revision of wages done by the Govt. the same revision shall be applicable proportionally in the running contract/ manpower contract.</b>	No change
Page no. 85	** Bidder may submit performance certificate duly linked mentioning order number, date of delivery, installation, commissioning and value by the end user.	** Bidder may submit performance certificate duly linked mentioning order number, <b>date of installation, commissioning / completion certificate</b> and value by the end user.	No change
Section- II: GIT: Point no.14.1 (Pageno. 15)	f) Principal's/Manufacturer's original Proforma Invoice with the price bid	May please be deleted or shall be applicable only LC opening is allowed.	May be deleted as this is a domestic tender
	Added para	We request the LC terms may also please be allowed in case of acceptance of LC. Kindly consider the previous Tender Enquiry No.: HITES/PCD/AIIMS-IV/15RT/CSSD/19-20 Dated: 15.02.2020 dtd. And the inspection may please be allowed from India for Major Items i.e. 1) Horizontal Sterilizer 550 litre, 2) Sterilizer 250 L, 3) Washer disinfectant.	No change as this is a domestic tender



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

**Note:**

- I. Prospective Bidders are also advised to check the website regularly prior to the closing date and time of online submission of bids.**
- II. If EMD is submitted in the form of BG, then the validity of the BG should be at least 225 days from the date of tender opening.**