

01.07.2022

**Amendment No.3****Sub: Amendment to the referred tender enquiry****Ref.: Tender Enquiry HITES/PCD/AIIMS-IV/52/Laundry/22-23 dated 21.05.2022 read along with Amendment No 1 and 2 dated 23.06.2022 and 27.06.2022 respectively**

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

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

| <b>Existing</b>  | <b>Amended As</b>  |
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| <p><b>19. Earnest Money Deposit (EMD):</b><br/>19.1 With respect to provisions contained in the tender document regarding submission of Earnest Money deposit (EMD) / Bid security, interested bidders are required to sign "Bid Security Declaration" as per Section XIII stating that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of 6 months from being eligible to submit Bids for contracts with the entity that invited the Bids.</p> | <p><b>19. Earnest Money Deposit (EMD)</b></p> <p>19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.</p> <p>19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).</p> <p>a. The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.</p> <p><b>b. Traders/resellers/distributors/authorized agents will not be considered for availing benefits</b></p> |

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|  | <p style="text-align: center;"><b>under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME</b></p> <p>19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:</p> <ul style="list-style-type: none"><li>i) Account Payee Demand Draft</li><li>ii) Fixed Deposit Receipt</li><li>iii) Banker's cheque and</li><li>iv) Bank Guarantee</li></ul> <p>19.4 The demand draft or banker's cheque or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the <b>"HLL Infra Tech Services Limited"</b> payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.</p> <p>19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. <u>As validity period of Tender as per Clause 20 of GIT is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.</u></p> <p>19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.</p> <p>19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in</p> |
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|  | <p>any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.</p> <p>19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.</p> <p>19.9 HITES Bank details for necessary issuance of 'Structured Financial Messaging System (SFMS)' in case the Bid Security (i.e. EMD) is submitted in the form of Bank Guarantee:</p> <p>Name of the Beneficiary: HLL INFRA TECH SERVICES LTD.</p> <p>Bank Details: HDFC BANK LTD, NOIDA, UTTAR PRADESH</p> <p>IFSC Code: HDFC0000088</p> |
| <p><b>44. Return of E M D</b><br/>Deleted</p>                  | <p><b>44. Return of EMD</b></p> <p>44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.</p>   |
| <p>Whereas mentioned "EMD Declaration" in tender document.</p> | <p>Read as "Submission of EMD as per Section 1 NIT" in tender document.</p>   |

**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**