

Amendment No. 05**Date: 24.05.2023****Sub: Amendment No.05 to the Tender Enquiry Document****Ref: (i) Tender No: HITES/PCD/AIIMS PATNA/04/22-23 dated 30-03-2023****Section I**
Notice Inviting Tenders (NIT)

Tender timeline:

For:-

Sl. No.	Description	Schedule
b.	Closing date & time for submission of online bids	25.05.2023, 01:00 PM
c.	Closing date & time for submission of tender processing fee and EMD in physical form*	25.05.2023, 02:00 PM
d.	Time and date of opening of online bids	26.05.2023 02:30 PM
e.	Venue for :- Submission of tender processing fee, EMD in physical form. Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

Read As:-

Sl. No.	Description	Schedule
b.	Closing date & time for submission of online bids	15.06.2023, 01:00 PM
c.	Closing date & time for submission of tender processing fee and EMD in physical form*	16.06.2023, 02:00 PM
d.	Time and date of opening of online bids	16.06.2023 02:30 PM
e.	Venue for :- Submission of tender processing fee, EMD in physical form. Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

Note: If EMD is submitted in the form of BG/FDR, then the validity of the BG/FDR should be at least 775 days from the date of tender opening.**All other terms and conditions of the tender enquiry remain unaltered**

SECTION - VI
LIST OF REQUIREMENTS

Clause	For	Read As
Part II: Required Delivery Schedule_ b. For Imported goods directly from foreign:	<p>120 days from the date of opening of L/C. The date of delivery will be the date when the Consignment reaches the port of destination. (Tenderers may quote the earliest delivery period).</p> <p>Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.</p> <p>Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 days of handing over the site for installation, whichever is later</p> <p>For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.</p>	<p>120 days from the date of opening of L/C OR AERB site approval or Site Handover whichever is later</p> <p>The date of delivery will be the date when the Consignment reaches the port of destination. (Tenderers may quote the earliest delivery period).</p> <p>Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.</p> <p>Installation and commissioning shall be done within 90 days of receipt of the stores/ goods at site or within 90 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.</p>

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)

Clause	For	Read As
13.5.3 Customs Duty:	The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence.	The Purchaser will pay the Customs duty wherever applicable upon submission of documentary evidence

Section – IX
Qualification Criteria

Clause	For	Read As
7	The average annual financial turnover of ‘The bidder’ during the last three years, ending on 2022, should be at 80% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on ‘The Relevant Date’) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India or equivalent in relevant countries."	The average annual financial turnover of ‘The bidder’ during the last three years, ending on 31st March of last Financial Year, should be at 80% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on ‘The Relevant Date’) as per the annual report (audited balance sheet and profit & loss account) of the relevant period, duly authenticated by a Chartered Accountant/ Cost Accountant in India."
9.	The net worth of the bidder firm (manufacturer or principal of authorised representative) should not be negative on the date of tender opening and should have not eroded by more than 30% in the last three year, ending on the march 2023.	The net worth of the bidder firm (manufacturer or principal of authorised representative) should not be negative on 31st March of last Financial Year and should have not eroded by more than 30% in the last three year, ending on 31st March of last Financial Year.
Added Para	-	The following rule under 144 (xi) of GFR 2017 issued by Ministry of Finance dated 23.02.2023

		<p>needs to comply by the participating bidder in the said tender.</p> <p>Bidder should submit following declaration on their letter head regarding GFR Rule 144 (xi) as per Department of Expenditure, Ministry of Finance Notification dated 23-Feb-2023 and its subsequent amendments/ clarification, if any: (Copy of notification is enclosed)</p> <p>"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered."</p> <p>Evidence of valid registration by the Competent Authority shall be attached.</p>
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Reply to Bidder's Representation			
Sr./Reference No.	Tender Specification/ Clause	Amendment Required	HITES Reply/Clarification
<p>Firm Price: Clause-15 at Pg.15</p> <p>Currency of contract: Clause-40,Pg.23 <only relevant portion produced here></p>	<p>Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price(uniform unit prices must be quoted for same BOQ items across India) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.</p> <p>40. Variation of Quantities at the Time of Award/ Currency of Contract</p> <p>40.1 At the time of awarding the contract,</p> <p>..... other terms & conditions quoted by the tenderer.</p> <p>40.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.</p>	<p>Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed as per clause no. 22.1 (ii)f under Section – II(GIT) and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price(uniform unit prices must be quoted for same BOQ items across India) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.</p> <p>40. Variation of Quantities at the Time of Award/ Currency of Contract</p> <p>40.1 At the time of awarding the contract,</p> <p>.....other terms & conditions quoted by the tenderer.</p> <p>40.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the price validity period as per clause reference no. 22.1 (ii)f under Section – II(GIT).</p>	<p>The price quoted shall be valid for 2 (Two) years from the date of techno-commercial Opening.</p>

<p>Delivery period: SECTION - VI LIST OF REQUIREMENTS- Part II: Required Delivery Schedule: b. For Imported goods directly from foreign:</p>	<p>120 days from the date of opening of L/C. The date of delivery will be the date when the consignment reaches the port of destination.....</p>	<p>120 days from the date of opening of L/C or AERB site approval or site handover with permanent power, whichever is later. The date of delivery will be the date of Airway bill/Bill of lading when the consignment reaches the port of destination</p>	<p>Refer to Amendment No. 5</p>
<p>Customs Duty: 13.5.3</p>	<p>The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence</p>	<p>The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence directly to customs house.</p>	<p>Refer to Amendment No. 5</p>
<p>Price Fall:- PREPARATION OF e-TENDERS Point no 11.1 (A)- XVIII Page No 12 of TED</p> <p>Clause-15.10 Pg.34 of TED</p> <p>Clause-6: Fall clause Pg.94 of TED</p>	<p>A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).</p> <p>The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.</p> <p>The BIDDER undertakes that it has not supplied/is not supplying similar</p>	<p>A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted of identical description (i.e. same nature, class, specifications prevailing exchange rate, warranty, quantity and other commercial terms & conditions in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/other Institute in India). During last 1 years.</p> <p>The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its identical descriptions equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.</p> <p>The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services of Identical descriptions at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was</p>	<p>No, Change</p> <p>Tender terms prevails</p>

	<p>product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.</p>	<p>supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.</p>	
<p>GCC-Point No-21.1 – Payment Terms: A & B. Pg.No.35 of TED.</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: a) On Delivery: A) Payment for Domestic Goods Or Foreign Origin Located Within India. Payment shall be made in Indian Rupees as specified in the 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 subject to recovery of LD, if any: (i)</p>	<p>A. Payment for domestic goods or goods of foreign origin located within India. a) On Delivery: 100% through confirmed & irrevocable Inland letter of credit, payable as:- Consignee wise LC shall be opened based on site readiness status from respective consignee. Seventy Five percent (75%) payment of the contract price shall be paid against shipment documents and upon the submission of the following documents subject to recovery of LD, if any: i) ii) iii)..... (iv).... (v) Certificate of origin for imported goods. (To amended as Country of origin for imported main equipment shall be provided) (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of</p>	<p>No, Change Tender terms prevails</p>

	<p>(ii)..... (iii) (iv) (v) Certificate of origin for imported goods (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee. (vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.</p> <p>b) On Acceptance: balance 25% against FAC issued by consignee.</p>	<p>the consignee — Copy of lorry receipt (vii) Proof of GST Payment for purpose of reimbursement of tax charged on Invoice. To be deleted.</p> <p>b) On Acceptance: balance 25% against FAC issued by respective consignee.</p>	
<p>Insurance Clause:11 at Pg.31/32</p>	<p>a) Insurance Certificate Transit Insurance Certificate as per GCC Clause 11- i.e from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favor of Supplier / HLL Infra Tech Services Ltd. b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favor of HLL Infra Tech Services Ltd.</p>	<p>a) Insurance Certificate Transit Insurance Certificate as per GCC Clause 11- i.e from supplier's warehouse to Consignee site/warehouse for 110% of Invoice value in favor of Supplier / HLL Infra Tech Services Ltd. b) Storage Insurance Certificate as per GCC Clause 11- for 110% of Invoice value in favor of Supplier/HLL Infra Tech Services Ltd.</p>	<p>No, Change Tender terms prevails</p>
<p>Complaint attending time-(as per tender)</p>	<p>Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent</p>	<p>Complaints should be responded properly, minimum within 8 working hrs & attended within 24-48 working hours. (response by the vender in any form like, Telephonic/e-mail/SRS etc.) . The service should be provided directly by Tenderer/Indian Agent/Service partners.</p>	<p>No, Change Tender terms prevails</p>
<p>PM visits during Warrant/ CAMC. Page- 34.56 & 71.</p>	<p>During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e., minimum 4 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation</p>	<p>During Warranty period, the supplier is required to visit at each consignee's site at least twice in 6 12 months (i.e., minimum 2 preventive maintenance per year) apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.</p>	<p>No, Change Tender terms prevails</p>

	<p>for preventive maintenance of the goods.</p> <p>During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 4 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods</p>	<p>During CMC period, the supplier is required to visit at each consignee's site at least twice in 6 months (i.e. 2 preventive maintenance/ year) apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods</p>	
<p>MANUFACTURER'S AUTHORIZATION FORM Pg 66 of 96, TED</p>	<p>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</p> <p>We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent</p> <p>We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly"</p>	<p>We also hereby extend our warranty, whereas our Indian affiliates/agent shall be responsible for after sales services including 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</p> <p>We also hereby confirm our affiliates/agent would be responsible for the satisfactory execution of contract placed on them.</p> <p>To be deleted:</p>	<p>No, Change</p> <p>Tender terms prevails</p>
<p>Contract agreement submission clause , Clause 42 at Pg.24.</p>	<p>42. Issue of Contract</p> <p>42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.</p>	<p>To be deleted.</p>	<p>No, Change</p> <p>Tender terms prevails</p>

<p>Clause 30.2 Resolution of disputes Pg 40.</p>	<p>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 or amendments thereof. 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 arbitrator appointed by CEO (HITES). 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 lakhs (Rs. 1,00,000/-)</p>	<p>We request for either of the following: Arbitrator should be appointed by mutual consent of the parties. If parties do not agree, arbitrator should be appointed by court.</p> <p>Alternatively</p> <p>Arbitrator should be from either Ministry of Law & Justice (as was done in tenders of 2017) or from an arbitration institute.</p>	<p>No, Change</p> <p>Tender terms prevails</p>
<p>Section – IX Qualification Criteria Clause 8</p>	<p>The Bidder should submit a 'Credit Limit Certificate' of at least 110% of the Tender estimated value } (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') duly certified by a</p>	<p>The Bidder should submit a 'Credit Limit/Solvency Certificate' of at least 110% of the Tender estimated value i.e..xxxxx (or equivalent in foreign currency at the exchange rate prevalent on 'The Relevant Date') duly certified by a Scheduled Nationalized Bank/ Schedule commercial bank</p>	<p>No, Change</p> <p>Tender terms prevails</p>

	Scheduled Nationalised Bank.		
1	Page no. 43,Part II (B)	For Imported goods directly from foreign: 120 days from the date of opening of L/C. The date of delivery will be the date when the consignment reaches the port of destination. (Tenderers may quote the earliest delivery period).	Refer to Amendment No. 5
2	Page no. 34, Point No. 15.4	Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions	No, Change Tender terms prevails
3	Page no. 23, Point No. 40.2	If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.	The price quoted shall be valid for 2 (Two) years from the date of techno-commercial Opening.
4	Page no. 34, Point No. 15.6	If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.	No, Change Tender terms prevails