

**Amendment No. 06****Sub: Amendment to the referred tender enquiry**

**Ref.: Tender Enquiry HITES/PCD/DHSLD/01/22-23 dated 15-07-2022 (Tender ID: 2022\_HLL\_122468\_1) read with Amendment No. 01 dated 24-08-2022, Amendment No. 02 dated 12.09.2022, Amendment No. 03 dated 23.09.2022, Amendment No. 04 dated 10.10.2022 and Amendment No. 05 dated 19.10.2022 respectively**

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

**SECTION I  
NOTICE INVITING e-TENDER (e-NIT)**

The due for submission of bids is being rescheduled as below:

**Existing:**

<b>Sl. No.</b>	<b>Description</b>	<b>Schedule</b>
c.	Closing date & time for submission of tender processing fee and EMD in physical form*	31-10-2022, 14:00 hrs IST
d.	Closing date & time for <b>submission of online bids</b>	31-10-2022, 14:00 hrs IST
e.	Time and date of opening of online bids	01-11-2022, 14:30 hrs IST

**Read as:**

<b>Sl. No.</b>	<b>Description</b>	<b>Schedule</b>
c.	Closing date & time for submission of tender processing fee and EMD in physical form*	<b>10-11-2022, 14:00 hrs IST</b>
d.	Closing date & time for <b>submission of online bids</b>	<b>10-11-2022, 14:00 hrs IST</b>
e.	Time and date of opening of online bids	<b>11-11-2022, 14:30 hrs IST</b>

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

**15. Warranty:**

**Existing:**

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.

**Read as:**

15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within **24 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.

**Existing:**

15.7 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 for preventive maintenance of the goods.

**Read as:**

15.7 During Warranty period, the supplier is required to visit at each consignee's site at least **twice in 12 months** apart from all breakdown visits, commencing from the date of the installation for preventive maintenance of the goods.

**21. Terms and mode of payment**

21.1 Payment Terms

**Existing:**

**B) Payment For Imported Goods:**

(ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

**Read as:**

**B) Payment For Imported Goods:**

(ix) Deleted

### 30. Resolution of disputes

#### Existing:

30.2 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 the Purchaser. 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/-)

#### Read as:

30.2 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 the Purchaser **in consultation with the vendor**. 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/-)

## SECTION - VI LIST OF REQUIREMENTS

### Part II: Required Delivery Schedule:

#### Existing:

- a. For Indigenous goods or for imported goods if supplied from India:

90 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 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.

b. For Imported goods directly from foreign:

90 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). Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.

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

**Read as:**

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

**150 days** from date of Notification of Award to delivery at consignee site **or within 60 days of site-readiness for receipt of the stores/ goods at 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 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation **with pre-requisites like water, power, etc.,** whichever is later.

b. For Imported goods directly from foreign:

150 days from the date of opening of L/C **or within 60 days of site-readiness for receipt of the stores/ goods at site.** The date of delivery will be the date when the consignment reaches the port of destination. (Tenderers may quote the earliest delivery period). Delivery of indigenous goods contracted along with the direct imported items shall be within the scheduled delivery period for imported goods.

Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation **with pre-requisites like water, power, etc., whichever is later.**

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

## GENERAL TECHNICAL SPECIFICATIONS

### GENERAL POINTS:

2. After Sales Service:

#### Existing:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs.

#### Read as:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within **24 hrs**.

#### Existing:

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:
  - f) 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.

#### Read as:

5. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:
  - f) During CMC period, the supplier is required to visit at each consignee's site at least twice in **12 months** apart from all breakdown visits, commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

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

#### Note:

- i. In reference to the extension of bid opening date, the participating bidders who had submitted or are submitting their Bid security/EMD in the form of Bank Guarantee (BG) or FDR are instructed to extend the validity of their BG/FDR accordingly, i.e. required validity of EMD is to be kept in line with the extended bid opening date.
- ii. Prospective Bidders are also advised to check the website regularly prior to the closing date and time of online submission of bids.