

Amendment No. 16**Date: 30.01.2024****Sub: Amendment No.16 to the Tender Enquiry Document****Ref: (i) Tender No: HITES/PCD/RML/01/MRI/23-24 Dated 23-06-2023**

1.5 Tesla MRI Machine under buy back basis		
TENDER CLAUSES	FOR	READ AS
SECTION - II GENERAL INSTRUCTIONS TO TENDERERS (GIT) 19.5 Earnest Money Deposit (EMD)	<p>The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 730 days, the EMD shall be valid for 775 days from Techno – Commercial Tender opening date. If EMD/BG validity is short as per tender requirement, a 2 weeks' time from the date of tender opening will be provided to the bidder for re-submission/correction of the submitted EMD/BG.</p>	<p>The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender is 180 days, the EMD shall be valid for 225 days from Techno – Commercial Tender opening date.</p>
20. Tender Validity	<p>20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 730 days (Seven hundred and thirty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.</p>	<p>If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One Hundred Eighty) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.</p>
SEC-III GCC Performance Security 5.1	<p>Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall</p>	<p>5.1 Within Twenty-one (21) days from date of the issue of contract by the Purchaser/buyer, the supplier, shall furnish Performance Security to the Purchaser/buyer for an amount equal to five percent (5%) of the total value of the contract, valid up to sixty (60) days after the date of</p>

	<p>furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, which is initially valid for a period of minimum six months plus number of months under warranty from the date of Notification of Award.</p>	<p>completion of all contractual obligations by the supplier, including the warranty obligations from any Scheduled commercial bank in India (as per RBI list) or Bank Guarantee issued by a Scheduled commercial bank in India (as per RBI list).</p>
<p>SEC-IX Qualification Criteria</p>	<p>The Bidder should submit a 'Credit Limit Certificate' of at least 60% of the Tender estimated value (or equivalent in foreign currency at the exchange rate prevalent on date of tender opening) duly certified by a Scheduled Commercial Bank as per list issued by RBI from time to time. The credit limit certificate must be valid at the time of tender opening or the date of issuance of credit limit certificate should not be older than twelve (12) months at the time of tender opening.</p>	<p>Deleted</p>
<p>Delivery period: SECTION - VI LIST OF REQUIREMENTS- Part II: Required Delivery Schedule:</p>	<p>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).</p>	<p>Time of 120 days from the date of L/C opening OR 60 days from site readiness whichever is later. 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>Customs Duty: 13.5.3 Pg.14</p>	<p>The Purchaser will pay/reimburse the Customs duty wherever applicable upon submission of documentary evidence</p>	<p>The Purchaser will pay the Customs duty wherever applicable directly to customs house.</p>
<p>GCC- Point No- 21.1 – Payment Terms: A. Pg.No.34 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:</p> <p>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: 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</p> <p>i. 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: balance25% against FAC issued by consignee.</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> <p>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: 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</p> <p>i. ii. iii..... iv..... v. Certificate of origin for imported goods vi. Copy of lorry receipt vii. Proof of GST Payment for purpose of reimbursement of tax charged on Invoice.</p> <p>b) On Acceptance: 1. balance25% against FAC issued by consignee. 2. No claim certificate”</p>

<p>Clause 30.2 Resolution of disputes Pg 39.</p>	<p>If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-One day so fits 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 lakh (Rs. 1,00,000/-)</p>	<p>If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-One day so fits 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 in accordance with Arbitration and Conciliation Act, 1996 or amendments thereof .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 lac (₹1,00,000/-)</p>
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