

**Amendment no I Dated 29.09.2016**  
**IFB no. HSCC/KCGMC/Medical Equipment/2016/off/01 Dated 01.09.2016**

Following TE documents terms may please note (Based on TE documents no. HSCC/KCGMC/Medical Equipment/2016/off/02 dt. 01.09.2016)

TE document clause no.09 under NIT	May please read as If EMD & tender document fee / <b>Registration certificate for the item quoted issued by NSIC/ DGS&amp;D for exemption of EMD and bid document fee</b> , as mentioned in the tender document not found in envelop-I, their bid will be rejected and Envelop –II & III will not open by the committee.
Added clause no.15 under Terms & conditions	<b>EMD:</b> Tenderer shall furnish along with its tender, earnest money for amount as shown in the NIT. The earnest money shall be furnished in one of the following forms: i) Account Payee Demand Draft, (ii) Banker's cheque and (iii) Bank Guarantee as per format The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the " <b>HSCC (India) Ltd</b> " payable at New Delhi/Noida. In case of bank guarantee, the same is to be provided from any commercial bank in India (as per the format in tender enquiry document). EMD to be valid for 165 days from the initial date of opening of the bid. The tenderer who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details in its bid (with DGS&D or NSIC, as the case may be)
Added clause no.16 under Terms & conditions	<b>Evaluation:</b> The tenderers will be evaluated and compared separately for each item. The tenderer has to quote for the complete requirement given under the item. Comparison of the responsive tenders shall be carried out on all inclusive quoted price at Consignee site basis, inclusive of applicable taxes, duties, incidental services. The rate quoted must be inclusive of Excise Duty, Packing & Forwarding charges, Sales Tax, Freight charges, entry tax and Insurance charges. The quoted CMC prices will also be added for comparison & ranking purpose for evaluation
Added clause no.17 under Terms & conditions	The bid submitted by MSME bidders shall be dealt as per the prevailing laws
Added clause no.18 under Terms & conditions	<b>Liquidated Damage:</b> If the supplier fails to deliver any or all the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract.
Added clause no.19 under Terms & conditions	<b>Insurance:</b> The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner: The supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
Added clause no.20 under Terms & conditions	<b>Termination of Contract</b> The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to sub-clause 19.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement. Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.
Added clause no.21 under Terms & conditions	<b>Resolution of disputes</b> If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, such dispute or difference shall be referred to the sole arbitrator appointed by <b>Director General Medical Education and Research, Govt. Of Haryana, Panchkula</b> . 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 Venue/seat of Arbitration: The venue of arbitration shall be at New Delhi, India.
Added clause no.22 under Terms & conditions	<b>Applicable Law and Jurisdiction:</b> The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The contract shall be subject to the jurisdiction of Delhi court to the exclusion of all other courts.
Added clause no.23 under Terms & conditions	<b>Delivery/Delay in the supplier's performance:</b> The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified in the documents. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions: (i) imposition of liquidated damages, (ii) forfeiture of its performance security and termination of the contract for default

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Added clause no.24 under Terms & conditions	The bid submitted by the bidder should be accompanied with Power of Attorney in favour of signatory of TE documents.

Item no.	Last date & time on line sale of Tender enquiry document	Last closing date & time for receipt of e- tender	Last Time and date of opening of Techno – Commercial bids.	Earlier date of opening
1 to 3	05.10.2016, upto 12.30 hrs IST	05.10.2016, 13.00 hrs IST	05.10.2016, 13.30 hrs IST	30.09.2016

As per SCC clause no. 9, the validity of bid security (EMD) shall be considered from the original date of submission of bid/ tender in case tender opening date extended.

All other terms and conditions of the tender enquiry document shall remain unchanged.

Prospective bidders are advised to regularly visit HSCC website/ CPP as corrigendum /amendments etc. if any, will be notified on this portal only, no separate advertisement will published in the news papers.

s/d

**CGM, HSCC (I) Ltd.**  
**For & on behalf of DGMER, Panchkula**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

To

HSCC (India) Limited  
E 6 (A), Sector -1, Noida

IFB No.  
Name of Item  
Item no.

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch