HSCC/SJH/Med. Eqpt./2016

Amendment-X

Ref.: Tender No. HSCC/SJH/Med.Eqpt./2015/13 dt. 13.3.2016.

Sub.: Procurement of Medical Equipment for New Emergency Block & Super-Specialty Block at Safdarjung Hospital, New Delhi.

For Item No. 1 Due to inadequate response bid submission date extended to 13.06.2016

For Item No.2 to 6 :

No change in Specifications.

COMMERCIAL AMENDMENTS

<u>SECTION – IX</u>

QUALIFICATION CRITERIA

Existing as :

2. (a) A Tenderer quoting as Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 50% of the quoted quantity of the similar equipment which is functioning satisfactorily in Government Hospitals / Private Hospitals / PSU Hospital/ UN Agencies/Laboratories anywhere in India. Tenders shall submit Performance Certificate / Installation reports & Order Copies in respect of the above.

2. (b) A Tenderer quoting as authorized representative of the manufacturer should have executed at least one contract in the last five years from the date of tender opening of similar equipment which is functioning satisfactorily, in Government Hospitals/Private Hospitals/PSU Hospital/UN Agencies/Laboratories anywhere in India. Tenders shall submit Performance Certificate / Installation reports & order copies in respect of the above.

To be read as :

2. (a) The Manufacturer should have supplied and installed in last Five years from the date of Tender Opening, at least 33 % of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.

2 (b). The Tenderer quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least one contract in the last five years from the date of tender opening of similar equipment meeting major parameters of Technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer.

SECTION - IV GENERAL CONDITIONS OF CONTRACT (GCC)

Liquidated damages:

Existing as :

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of 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 as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

To be read as:

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of 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 as per GCC 24.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

23.2 In the event of delay in submission of Proforma Invoice beyond 7 working days from the date of notification of award, the delay shall be to the account of supplier & Purchaser shall deduct Liquidated damages, as per clause 23.1. Proforma Invoice should be strictly as per the terms & conditions mentioned in Notification of Award / Tender Conditions.

23.3 Proforma Invoice submitted by supplier is found to be deficient, because of which purchaser is unable to open the letter of credit, delay shall be to the account of supplier & purchaser shall deduct liquidated damages as per clause 23.1.

The bid submission date is extended to 13.06.2016. All other tender terms and

conditions remain unchanged.

Amendment to be issued will be uploaded on websites www.tenderwizard.com/HSCC & <u>www.hsccltd.com</u>.

All other terms & conditions remain unaltered.

Medical Superintendent Safderjung Hospital & VMMC, New Delhi.