

29-03-2019

Amendment No. 3

Sub: Amendment to the referred tender enquiry

Ref.: Tender Enquiry.: HITES/PCD/AIIMS-IV/15/CSSD/18-19 dated 14-02-2019 read with Amendment No. 01 dated 19-03-2019

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

Section – VII **Technical Specification**

Added para under Technical Specification

RUNNING, OPERATION AND MAINTENANCE FOR INITIAL FIVE YEARS

Terms and conditions

1. The contract period shall be for 5 years from the date of complete equipment installed and made fully operational.
2. Total maintenance of the equipment (including spares & labour) shall be the responsibility of the supplier, during the currency of the contract i.e., upto 5 years.
3. The price should include of running and operation of CSSD equipment for a period of five years excluding consumables.
4. Chemicals required for the operation of the CSSD shall be the responsibility of the consignee.
5. **The supplier needs to depute the following manpower for running operation and Maintenance of the CSSD system on each and every working day:**
 - I. **One CSSD Manager (Min 5 years experience in operation and maintenance of CSSD system)- 1 no**
 - II. **Three CSSD trained & qualified technician on each and every working day. (Min 2 years experience in operation and Maintenance of CSSD system)- 3 nos.**
 - III. **One Receiver/Dispatch Clerk (Any Degree with Computer Knowledge)-one no.**
 - IV. **Three helper and one reliever shall also be posted by the supplier for round the clock per day in all working days.**

Space for them shall be provided by the Consignee for working. Rate of manpower to be quoted separately as per the price schedule attached and minimum wages of manpower will be as per Government Rules.

8. Necessary i-cards (duly authorized by the supplier) shall be issued to all the staff deployed by the supplier.
9. Packing, washing , sterilization etc., will be the responsibility of the manpower deployed by the supplier as mentioned in point 5 above.
12. All damages due the natural calamities, water logging and electrical short circuiting (beyond the control of the supplier) shall be to the consignees account.
13. Receiving, issuing and distribution of CSSD items shall be the responsibility of the consignee.
14. Penalty clauses
 - I. In case the supplier fails to commence/execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, the consignee reserves the right to forfeit their security deposits/Bank Guarantees already submitted by them and to impose the penalty as fixed by the consignee/purchaser forfeited. The decision of the consignee/ purchaser in this regard shall be final and binding upon the supplier.
15. In case of any loss or theft, it shall be made good by the supplier and in event of failure in their part to do so with a period of one month, the loss shall be made good equivalent to purchase cost by encashment of security deposit and if the amount of loss or damage exceeds the amount of security deposit, then the amount will be recovered from the bill in one or more installments.
16. In the event of any dispute arising out in connection with the interpretation of any clause I the terms and condition of the contract, agreement, or otherwise the matter shall be referred to the Arbitrator as appointed by the purchaser/ consignee. Jurisdiction in connection with any dispute/litigation arising out of this contract will be the place where the contract will be signed.
17. After the installation/commissioning of the equipment, no equipment/ accessories shall be taken out by the supplier without the permission of the purchaser/ consignee.
18. The terms and conditions of the tender shall be considered as part and parcel of this contract and will be considered to have been included in the contract for all purpose.
19. ARBITRATION
 - a. Before proceeding with the references the arbitrators shall appoint/nominate and Umpire. In the event of the arbitrators not agreeing in their award the Umpire appointed by them shall enter upon the references and his award shall be binding on the parties. The venue of the arbitrator shall be at respective AIIMS.

- b. The provision of the Indian arbitrator & Reconciliation Act, 1996 & rules framed thereunder and any statutory modification thereof shall be deemed to apply and incorporated for the supply installation and commissioning etc.
- c. Upon every or any such references the cost of any incidents to the references and awards respectively shall be at the discretion of the arbitrators or in the event of their not agreeing with the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

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

Note:

- i. **Prospective Bidders are also advised to check the website regularly prior to the closing date and time of online submission of bids**