

**Amendment No. 1**

Date: 02/06/2017

Sub: Amendment to the Tender Enquiry Document.

Ref: NIT No.: HLL/PCD/CDSCO-06/RT-II/17-18 Dated 18.05.2017

The following changes are incorporated in the tender enquiry document :

**EXISTING:****2. Tender No.: HLL/PCD/CDSCO-06/RT-II/17-18**

Sl. No.	Description	Schedule
a	Tender Processing fee	Rs. 5750/- ( Rs. Five Thousands Only)

**READ AS :****2. Tender No.: HLL/PCD/CDSCO-06/RT-II/17-18**

Sl. No.	Description	Schedule
a	Tender Processing fee	Rs. 5750/- ( Rs. Five Thousand Seven Hundred Fifty Only)

**EXISTING:**

SECTION-II, GIT,

**C. PREPARATION OF E-TENDERS**

B.) Price Bid:

4. Information on Compact disc (CD)

**READ AS:**

SECTION-II, GIT,

**C. PREPARATION OF E-TENDERS**

B.) Price Bid:

4. Deleted

**EXISTING:**

Kindly communicate us at:

Email: [pcd@lifecarehll.com](mailto:pcd@lifecarehll.com)**READ AS:**

Kindly communicate us at:

Email: [pcd@hllhites.com](mailto:pcd@hllhites.com)

## **SECTION-VI** **TECHNICAL SPECIFICATIONS**

**NOTE:** From item no. 7 to 13 the sequence of technical specifications is not in accordance to the Sequence/ Schedule no. mentioned in NIeT/ List of Requirements.

Therefore bidders are requested to refer the “SECTION-I: NIeT” in the Tender Enquiry document for Schedule no./Event no. of the particular item before quoting.

### **Item no.1 - UV-VIS SPECTRO PHOTOMETER**

1. **Existing Specification:**

**SOFTWARE WITH P.C. AND PRINTER**

**Para 14:** Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification.

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

**Para 14.** Suitable software 21 CFR PART II compliance

Computer with i7 processor, 4GB RAM 1 TB Hard disk and laser printer.

Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.

2. **Existing Specifications:**

**Other Conditions. 21:** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions. 21:** Deleted

3. **Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

### **Item no. 2 - Fourier Transform Infra Red Spectrophotometer (FT-IR)**

1. **Existing Specification:**

**Para 9:** Detector: MID-IR /DLTGS/DTGS detector with temperature control mechanism

**Read as:**

**Para 9: Detector: DLATGS/DTGS detector** with temperature control mechanism

4. **Existing Specification:**

**Para 14:** The system should be supplied with sealed and desiccated optical set up with built-in purge facility.

**Read as:**

**Para 14:** The system should be supplied with sealed and desiccated optical set up **with or without built-in purge facility.**

**5. Existing Specification:**

**Para 21.** Major Accessory

**Read as:**

**Major accessories**

**6. Existing Specification:**

**Para 22:** 1 Nos. ATR with monolithic diamond probe.

**Read as:**

**Para 21: 1 no ATR with monolithic diamond.**

**7. Existing Specification:**

**SOFTWARE WITH P.C. AND PRINTER**

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification.

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

- Suitable software 21 CFR PART II compliance
- Computer with i7 processor, 4GB RAM 1 TB Hard disk and laser printer.
- Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.

**8. Existing Specifications:**

**Other Conditions. 37:** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions. 37: Deleted**

**9. Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

**Item no. 3 - HPLC Quaternary Gradient with PDA, RI & Fluorescence Detector with Auto sampler**

**1. Existing Specification:**

**Para 2.b.** RI Detector: Temperature Accuracy  $\pm 0.5^{\circ}\text{C}$

**Read as:**

**Para 2.b.** RI Detector: Temperature Accuracy  $\pm 1^{\circ}\text{C}$

2. **Existing Specification:**

**Para 4. Autosampler:** Tray Temperature Operating Range 10°C below ambient to 50°C.

**Read as:**

**Para 4. Autosampler:** Tray Temperature Operating Range **4°C below ambient to 40°C.**

3. **Existing Specification:**

**Para 4. Autosampler:** Temperature Accuracy  $\pm 0.5$  °C

**Read as:**

**Para 4. Autosampler:** Temperature Accuracy  $\pm 1$  °C.

4. **Existing Specification:**

**SOFTWARE WITH P.C. AND PRINTER**

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification.

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

- Suitable software 21 CFR PART II compliance
- Computer with i7 processor, 4GB RAM 1 TB Hard disk and laser printer.
- Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.

5. **Existing Specifications:**

**Other Conditions.** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions.** Deleted

6. **Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

**Item no. 4 - HPLC with ELSD, PDA Detector and Auto Sampler**

1. **Existing Specification:**

**Para 2.b. ELSD:** Gain setting: 0 to 1000

**Read as:**

**Para 2.b. ELSD:** Gain setting: 0 to 1000/**short term noise of <0.2mV**

2. **Existing Specification:**

**Para 4. Autosampler:** Tray Temperature Operating Range: 10°C below ambient to 40°C

**Read as:**

**Para 4. Autosampler:** Tray Temperature Operating Range **4°C below ambient to 40°C.**

3. **Existing Specification:**

**Para 4. Autosampler:** Temperature Accuracy  $\pm 2^{\circ}\text{C}$

**Read as:**

**Para 4. Autosampler:** Temperature Accuracy  $\pm 1^{\circ}\text{C}$ .

4. **Existing Specification:**

**SOFTWARE WITH P.C. AND PRINTER**

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification.

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

- Suitable software 21 CFR PART II compliance
- Computer with i7 processor, 4GB RAM, 1 TB Hard disk and laser printer.
- Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.

5. **Existing Specifications:**

**Other Conditions.** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions.** Deleted

6. **Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

**Item no. 5 - HPLC Quaternary Gradient with UV-VIS Detector with Auto sampler**

1. **Existing Specifications:**

**Para 2. Detectors.** Wave length Range: 190-700 nm

**Read as:**

**Para 2. Detectors.** Wave length Range: **190-600 nm or better**

2. **Existing Specifications:**

**Para 2. Detectors.** Light Source: D2 and Tungsten Halide

**Read as:**

**Para 2. Detectors.** Light Source: **D2/Tungsten Halide**

3. **Existing Specification:**

**Para 4. Autosampler:** Tray Temperature Operating Range:  $10^{\circ}\text{C}$  below ambient to  $50^{\circ}\text{C}$

**Read as:**

**Para 4. Autosampler:** Tray Temperature Operating Range  **$4^{\circ}\text{C}$  below ambient to  $40^{\circ}\text{C}$ .**

4. **Existing Specification:**

**Para 4. Autosampler:** Temperature Accuracy  $\pm 0.5^{\circ}\text{C}$

**Read as:**

**Para 4. Autosampler:** Temperature Accuracy  $\pm 1^{\circ}\text{C}$ .

5. **Existing Specification:**

**SOFTWARE WITH P.C. AND PRINTER**

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification.

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

- Suitable software 21 CFR PART II compliance
- Computer with i7 processor, 4GB RAM 1 TB Hard disk and laser printer.
- Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.

6. **Existing Specifications:**

**Other Conditions.** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions.** Deleted

7. **Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

**Item no.6 - FAST HPLC Quaternary Gradient with UV- Detector and Auto sampler**

1. **Existing Specifications:**

**Para 2. Detectors.** Wave length Range: 190-700 nm

**Read as:**

**Para 2. Detectors.** Wave length Range: **190-600 nm or better**

2. **Existing Specifications:**

**Para 2. Detectors.** Light Source: D2 and Tungsten Halide

**Read as:**

**Para 2. Detectors.** Light Source: **D2/Tungsten Halide**

3. **Existing Specification:**

**Para 4. Autosampler:** Tray Temperature Operating Range: 10° C below ambient to 60 ° C

**Read as:**

**Para 4. Autosampler:** Tray Temperature Operating Range **4°C below ambient to 40°C.**

4. **Existing Specification:**

**Para 4. Autosampler:** Temperature Accuracy  $\pm 0.5$  °C

**Read as:**

**Para 4. Autosampler:** Temperature Accuracy  $\pm 1$ °C.

5. **Existing Specification:**

**SOFTWARE WITH P.C. AND PRINTER**

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification.

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

- Suitable software 21 CFR PART II compliance
- Computer with i7 processor, 4GB RAM 1 TB Hard disk and laser printer.
- Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.

**6. Existing Specifications:**

**Other Conditions.** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions.** Deleted

**7. Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

**Item no. 7 - Digital Refractometer**

**1. Existing Specification:**

**Para 1.** Measurement Range: 1.3200nD – 1.5600nD 0-95% Brix

**Read as:**

**Para 1.** Measurement Range: 1.3200nD – **1.7000nD 0-95% Brix**

**2. Existing Specification:**

**Para 7.** Temperature control should be available.

**Read as:**

**Para 7.** Temperature control **by Peltier effect** should be available.

**3. Existing Specification:**

**Para 8.** Temperature Measurement: 5-70 Degree C or better.

**Read as:**

**Para 8.** Temperature Measurement: **10-70** Degree C or better.

**4. Existing Specification:**

**Para 11.** Temperature Compensation: ICUMSA, Arbitrary

**Read as:**

**Para 11.** Deleted

**5. Existing Specification:**

**Para 13.** Illumination: LED 590nm (est. Life: >100,000h)

**Read as:**

**Para 13.** Illumination: **LED 589nm** (est. Life: >100,000h)

**6. Existing Specification:**

**Para 16.** Analogue: 0/4-20mA

**Read as:**

**Para 16. Deleted**

**7. Existing Specification:**

**Para 17.** Protection Class: IP65

**Read as:**

**Para 17. Deleted**

**8. Existing Specification:**

**Para 18.** Working Voltage: 24V

**Read as:**

**Para 18.** Working Voltage: 240V

**9. Existing Specification:**

**Para 19.** Display: LCD 120 X 32 Pixel

**Read as:**

**Para.19.** Display: LCD 120 X 32 Pixel **or better**

**10. Existing Specification:**

**PRINTER.** Suitable Laser Printer as per General Specification

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

- Suitable software 21 CFR PART II compliance
- Computer with i7 processor, 4GB RAM, 1 TB Hard disk and laser printer.
- Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.

**11. Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

**Item no. 9 - HPTLC SYSTEM**

**1. Existing Specification:**

**SOFTWARE WITH P.C. AND PRINTER**

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification.

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

- Suitable software 21 CFR PART II compliance
- Computer with i7 processor, 4GB RAM, 1 TB Hard disk and laser printer.
- Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.



2. **Existing Specifications:**

**Other Conditions.** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions.** Deleted

3. **Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

**Item no. 10 - Potentiometric Titrator with necessary electrodes**

1. **Existing Specifications:**

**SOFTWARE WITH P.C. AND PRINTER**

**Para 16.** Suitable software compatible to 21 CFR Part 11 Compliance with valid license key provided through manufacturer. License key should supply from original manufacturer along with instrument and laser printer.

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

**Para 16.** Suitable software compatible to 21 CFR Part 11 Compliance with valid license key provided through manufacturer. License key should supply from original manufacturer along with instrument and laser printer.

- **Computer with i7 processor, 4GB RAM 1 TB Hard disk and laser printer.**
- **Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.**

2. **Existing Specifications:**

**Other Conditions.** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions.** Deleted

3. **Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

**Item no. 11 - Karl Fisher Titrator**

1. **Existing Specifications:**

**Para 13:** Solvent Manager for filling and auto drain with a Shortcut and Overflow protection valve on waste bottle.

**Read as:**

**Para 13:** **Solvent Management system** for filling and auto drain with a Shortcut and Overflow protection valve on waste bottle.

2. **Existing Specifications:**

**Para 14:** Direct One Click start from Home screen with Auto start and direct weight entry.

**Read as:**

**Para 14:** Start from Home screen with Auto start and direct weight entry.

**3. Existing Specification:**

**SOFTWARE WITH P.C. AND PRINTER**

Suitable software 21 CFR PART II compliance, Laser Printer and integrated /external computer

**Read as:**

**SOFTWARE WITH P.C. AND PRINTER**

- Suitable software 21 CFR PART II compliance
- Integrated /external computer with i7 processor, 4GB RAM 1 TB Hard disk and laser printer.
- Suitable online UPS with surge protector with 01 hr back up should support both the instrument and computer.

**4. Existing Specifications:**

**Other Conditions.** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions.** Deleted

**5. Added Para:**

- The UPS battery should be covered during both warranty and CMC periods.

**Item no. 12 - Media Preparation system for Dissolution apparatus**

**1. Existing Specifications:**

**Other Conditions.** Suitable UPS with 01 hour backup and surge protector should be supplied with the system.

**Read as:**

**Other Conditions.** Deleted

**2. Added Para:**

- Suitable online UPS with surge protector with 01 hr back up should support the instrument.
- The UPS battery should be covered during both warranty and CMC periods.

**Item no. 14 - Amino Acid Analyzer**

**1. Existing Specifications:**

**Para 4. Separation column:** Cation exchange resin- 3µm

**Read as:**

**Para 4. Separation column:** Cation exchange Resin **3 to 7 micrometer**

2. **Existing Specifications:**

**Para 4. Separation column:** Temperature range 20 - 100° C

**Read as:**

**Para 4. Separation column-** Temperature range **20 - 85° C**

3. **Existing Specifications:**

**Para 5. Reactor:** Temperature range: - 50 - 150° C

**Read as:**

**Para 5. Reactor:** Temperature range: **50 - 150° C**

**Item no. 15 - Liquid NITROGEN Storage System**

1. **Existing Specifications:**

**Para 6. Neck Diameter:** 6 Inch

**Read as:**

**Para 6. Neck Diameter:** **6 to 8.5 Inch**

2. **Existing Specifications:**

**Para 8.** On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

**Read as:**

**Para 8. Deleted.**

**Item no. 16 - Ion Chromatography System dual mode**

1. **Existing Specifications:**

**Para 8. Chromatography Software:** PC & Printer with support software Windows 7 or any other compatible version & colored printer with automatic both side printing facility.

**Read as:**

**Para 8. Chromatography Software:** Computer with i7 processor, 4GB RAM, 1 TB Hard disk and laser printer.

2. **Existing Specifications:**

**Para 8. Chromatography Software:** Compatible branded Online 3KVA UPS with 1 hour back up.

**Read as:**

**Para 8. Chromatography Software:** Compatible branded Online 3KVA UPS **with surge protector with 01 hr back up should support both the instrument and computer.**

3. **Added Para:**

The UPS battery should be covered during both warranty and CMC periods.

**Item no.17 - Karl Fisher (Coulometer)**

1. **Existing Specifications:**

**Para.** The instrument should strictly follow the Good Laboratory Practice principles and should be able to

- a. User Right restriction manage routine and administrative log in.
- b. Validation and Service Interval Reminder facility.
- c. GLP method for Validation of the equipment.
- d. GLP complaint documentation.

**Read as:**  
**Deleted**

**2. Existing Specifications:**

**Para.** All kits /chemicals for complete demonstration of the said equipment and for 100 experiments.

**Read as:**  
**Deleted**

**3. Existing Specifications:**

**Para:** Suitable software for computer compatibility should be provided with the instrument.

**Read as:**

- 21 CFR Part 11 Software to be supplied along with instrument.
- Suitable computer with i7 processor, 4GB RAM 1 TB Hard disk and laser printer.
- Online UPS with surge protector with 01 hr back up should support both the instrument and computer.

**4. Added Para:**

The UPS battery should be covered during both warranty and CMC periods.

**Item no.18 - Specifications for Temperature Controlled Cold Centrifuge**

**1. Existing Specifications:**

**Para 25.** Automatic rotor selection for safety.

**Read as:**  
**Deleted**

**2. Existing Specifications:**

- 3. Para 26.** W2T graph, to see acceleration deceleration rate in most accurate way for very sensitive sample.

**Read as:**  
**Deleted**

**Recommendation after examination of the representations received w.r.t. various conditions of Tender Enquiry Document (TED) for Procurement of equipment for various laboratories under CDSCO.**

The due date & time of submission of tender fee & EMD in physical form, closing of online tenders and opening of online tenders against the referred tender are scheduled to **20.06.2017 at 11:00 AM**, **20.06.2017 at 01:00 PM** and **20.06.2017 at 02:00 PM** respectively.

Sl. No.	Clause Details as per Tender Document	Points/ queries raised by Likely Bidders	Reply/Clarification by HLL/ Committee
1	Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd , TUV, BEARUE VERITAS prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.	Tender document mentions third party inspection by companies like SGS, Lloyd etc. is mandatory at manufacturer's site. Kindly confirm if Manufacturer's Inspection Report is sufficient for inspecting the goods prior to despatch.	Manufacturer's Inspection Report is not sufficient. No change, comply as per Tender Enquiry Document.
2	<b>GIT clause 35.3 (ii)</b> In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs.	15 % price preference will be given to NSIC holders to calculate L1 to abide by the MSME Ministry government of india notification.	Rules as applicable in MSME Act shall prevail.
3		Turn Key solution should be provided by the bidder. Turn key means all equipment in the bid need to be supplied together as a project and no part supply will be allowed. This is considered in view of completing the projects quickly in short span of time and minimize completion time of projects.	No change, Comply as per Tender Enquiry Document

4	<p><b>GIT clause 35.3:</b> The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.</p>	<p>Indian Brands/ trade marks registered in india would be given preference to encourage Indian Industry.</p>	<p>No change, Comply as per Tender Enquiry Document</p>
5	<p><b>Section VI: List of Requirements(b) For Imported goods directly from abroad:</b>Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.</p> <p><b>GCC, clause 11.1 (ii):</b> In case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.</p>	<p>Insurance under SECTION IV: GCC: Asked in tender: The insurance period extension asked is for 3 months after the receipt of the goods. Moreover, it is followed by the further extension if the goods are not commissioned.Amendment suggested: The standard insurance period provided is 60 days after the receipt of goods at consignee site and it will not be possible to adhere to 90 days condition. Also, if the commission is delayed at the customer end beyond 90 days due to non readiness of the site then why the seller would be responsible for the extension of insurance period. <b>Hence, I request you to please change the period to 60 days &amp; delete the clause of further extension on seller's account</b> Asked in tender: The insurance value is 110% of the value of goods.Amendment suggested: <b>Please change it to 100% of the value of goods.</b></p>	<p>No change, Comply as per Tender Enquiry Document</p>

<p>6</p>	<p><b>Section VI, List of Requirements:</b>  <b>Part-II: Required Delivery Schedule:</b>  a) For Indigenous goods or for imported goods if supplied from India: 60 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).  <b>b) For Imported goods directly from foreign:</b> 90 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Tenderers may quote the earliest delivery period).</p>	<p>Liquidated damages: This is the most common concern with most of the vendors when it comes to tenders floated by HLL as the terms are so stringent that the deviations happen. We would like to suggest that the days for the delivery should be 60 days from NOA for indigenous goods &amp; 90 days from the opening of Letter of credit if the road permit/way bill is issued by the HLL assistance &amp; not left on the vendor to get the same from the local authorities especially at Kolkatta which is a big pain area for getting the way bill. Hence, <b>we request to amend it to 90 days from NOA date for indigenous goods &amp; 120 days from the opening of Letter of credit. If this is not possible then please take the responsibility of providing the waybill to the vendor.</b></p>	<p>No change, Comply as per Tender Enquiry Document</p>
<p>7</p>		<p>General Technical specifications: It is always confusing for a vendor when the goods like PC, printer are mentioned in the instrument specs &amp; the general technical specs(as asked on Page 76) asks for other goods like UPS also. Hence, the request is to mention the accessories specs with the instrument specs so that the ambiguity wrt the general technical specs can be avoided. This is required in order to avoid any confusion during the CRC report as the goods dispatched are as per technical specs and general specs asks for something else. Hence, please mention all the accessories needed in the main instrument specs instead of general specs.</p>	<p>Incorporated Separately in every technical specifications, Comply as per Tender Enquiry Document</p>

<p>8</p>	<p><b>GCC Clause 21.1</b>  <b>(B) Payment for Imported Goods:</b>  <b>Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:</b>  <b>a) On Shipment:</b>                  Seventy Five (75)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:                  (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;                  (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;                  (iii) Four Copies of packing list identifying contents of each package;                  (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;                  (v) Manufacturer's/Supplier's warranty certificate;                  (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;                  (vii) Manufacturer's own factory inspection report and                  (viii) Certificate of origin by the chamber of commerce of the concerned country;</p>	<p>Payment for Imported Goods: Balance payment of 25% of net CIP price of goods would be made through Wire Transfer, against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignee or within 30 days from the date of landing of the consignment at destination airport, whichever is earlier.</p> <p>We would like to request you to accept 80% payment by Irrevocable Letter of Credit at sight in favour of our principals and 20% after installation.</p> <p>We also request you to kindly change the payment terms for the Imported Items from existing to 100% LC with 90% to be released at sight against documents and balance 10% against FAC.</p> <p>Payment Terms: 75% on submission of documents, 25% on Final Acceptance Certificate. Plus 10% on Performance Bank Guarantee.                  With the current payment terms, 35% of the payment remains blocked for a significant period of time. This payment term would not be acceptable by us .                  We would request you to kindly reconsider the same as 90% on submission of documents and 10% on Final Acceptance Certificate. Plus 10% Performance Bank Guarantee.</p> <p>Terms &amp; mode of payment:                  Asked in tender: On delivery:75%, On acceptance: 25% via Letter of credit for imported goods.                  Amendment suggested: These are very strict clause &amp; with terms &amp; conditions of tender floated by HLL the past experience says that Terms &amp; mode of payment:</p>	<p><b>(B) Payment for Imported Goods:</b>  <b>Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:</b>  <b>a) On Shipment:</b>                  Eighty (80)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:                  (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;                  (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;                  (iii) Four Copies of packing list identifying contents of each package;                  (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;                  (v) Manufacturer's/Supplier's warranty certificate;                  (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;                  (vii) Manufacturer's own factory inspection report and                  (viii) Certificate of origin by the chamber of commerce of the concerned country;                  (ix) Inspection Certificate for the despatched</p>
----------	---	--	---



	<p>(ix) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to despatch.</p> <p><b>b) On Acceptance:</b> Balance payment of 25% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.</p> <p>In case where the installation and commissioning or final inspection and test at site is delayed for any reason for which consignee is responsible, 10% of the contract price shall become payable, after the expiry of six months from the date of arrival of the last consignment at site subject to submission of a bank guarantee by the supplier for the said amount valid initially for the period of six months. The supplier shall get the validity of the bank guarantee extended for the further period as and when asked for by the purchaser.</p>	<p>Asked in tender: On delivery:75%, On acceptance: 25% via Letter of credit for imported goods. Amendment suggested: These are very strict clause &amp; with terms &amp; conditions of tender floated by HLL the past experience says that even for the remittance of balance amount it takes years for the things to get cleared. Hence, please amend it to On delivery: 90%, On acceptance: 10%</p> <p>Moreover, for the payment of the foreign goods kindly amend the mode of payment from Letter of credit to Telegraphic transfer as Letter of credit has too many complications with regards to your internal (HLL) &amp; external(bank) formalities</p>	<p>equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to despatch.</p> <p><b>b) On Acceptance:</b> Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.</p> <p>In case where the installation and commissioning or final inspection and test at site is delayed for any reason for which consignee is responsible, 10% of the contract price shall become payable, after the expiry of six months from the date of arrival of the last consignment at site subject to submission of a bank guarantee by the supplier for the said amount valid initially for the period of six months. The supplier shall get the validity of the bank guarantee extended for the further period as and when asked for by the purchaser.</p>
<p>9</p>	<p><b>GCC Clause 21.1</b> <b>A) Payment for Domestic Goods Or Foreign Origin Located Within India.</b> <b>Payment shall be made in Indian Rupees as specified in the contract in the following manner:</b></p>	<p><b>1. Payment Terms: Clause no. 21.1:</b> a) If you can pay 75% to overseas manufacturer against despatch documents, then please pay 75% to indian vendor (quoting same imported item) in INR. A local LC may please be opened in favour of indian</p>	<p><b>A) Payment for Domestic Goods Or Foreign Origin Located Within India.</b> <b>Payment shall be made in Indian Rupees as specified in the contract in the following manner:</b></p>

<p><b>a) On delivery:</b> 75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents: (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount; (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee; (iii) Two copies of packing list identifying contents of each package; (iv) Inspection certificate issued by the nominated Inspection agency, if any. (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours; (vi) Certificate of origin.</p> <p><b>b) On Acceptance:</b> Balance 25% payment would be made against ‘Final Acceptance Certificate’ as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.</p>	<p>Supplier. b) Please make 90% payment against despatch documents and balance 10% within 30 days of installation.</p> <p><b>2. Performance Security clause no. 5.1.:</b> As the performance starts from date of installation so performance security should be taken before release of balance payment.</p> <p><b>Payment terms:</b> Indian manufacturers also will be given 100% irrevocable Inland L/C against submission of 10% PBG</p>	<p><b>a) On delivery:</b> 80% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents: (i) Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount; (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee; (iii) Two copies of packing list identifying contents of each package; (iv) Inspection certificate issued by the nominated Inspection agency, if any. (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours; (vi) Certificate of origin.</p> <p><b>b) On Acceptance:</b> Balance 20% payment would be made against ‘Final Acceptance Certificate’ as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.</p>
---	---	---

10	<p><b>GIT clause 13.5:</b> Additional information and instruction on Duties and Taxes: <b>13.5.1</b> If the Tenderer desires to ask for sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.</p>	<p>Sir, all transactions in this tender will take place under GST, which will be implemented from July 1, 2017. Kindly let us know the suitable changes to the terms and conditions due to GST.</p>	<p><b>13.5.1</b> If the Tenderer desires to ask for sales tax/ VAT/GST, Service Tax/GST, Works Contract Tax/GST etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.</p>
----	---	---	---

➤ **Added Para in (Tender Enquiry Document) TED:**

**GIT Clause 13.5:** Additional information and instruction on Duties and Taxes:

**13.5.6 Goods and Services Tax (GST) :**

If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

- **NOTE : Wherever Excise duty, Sales Tax/VAT, Service Tax and Works Contract Tax is mentioned in the (Tender Enquiry Document) TED, it may be read as Excise duty/ GST, Sales Tax/VAT/GST, Service Tax/GST and Works Contract Tax/GST if applicable.**

**SECTION - XI PRICE SCHEDULE**

**A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

**Existing price schedule for domestic goods is replaced with the one as mentioned below:**

**SECTION – XI PRICE SCHEDULE****A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

1 Schedule/ Items	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)						6 Total Price (at Consignee Site) basis (Rs.)	
				Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf Located in India (a)	* Excise Duty (if any) [%age & value] (b)	* Sales Tax/ VAT(if any) [%age & value] (c)	* Goods and Services Tax (GST) [%age & value] (d)	Inland Transportation, Insurance charges for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)		Unit Price (at Consignee Site) basis  (g) = a+b+c+d+e+f
											4 x 5(g)

Total Tender price in Rupees: \_\_\_\_\_

In words: \_\_\_\_\_

**Note: -**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C.

\* Bidders are requested to quote as applicable.

Name \_\_\_\_\_

Business Address \_\_\_\_\_

Place: \_\_\_\_\_

Signature of Tenderer \_\_\_\_\_

Date: \_\_\_\_\_

Seal of the Tenderer \_\_\_\_\_

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

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