

Amendment No: 1 Issued on 16/05/2014

Ref: Tender Enquiry No: HLL/PCD/NEIFM-03/14-15 and Pre-Bid meeting held on 06/05/2014 at HLL Lifecare Ltd., B-14A, Sector-62, Noida - 201 307

The following amendments are issued with respect to the above Tender Enquiry Document.

Section –II, General Instructions to Tenderers (GIT)

C. PREPARATION OF TENDERS

13. Tender Prices

FOR:

13.4.2. For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) The amount of freight and insurance
- c) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
- d) Deleted
- e) the charges for 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. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- f) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
- g) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- h) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

READ AS:

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) the price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Price Schedule;

- b) the amount of freight and insurance and price of goods quoted CIP port of entry in India as indicated in the List of Requirements and Price Schedule;
- e) the price of goods quoted should be on DDP basis at consignee's site in India as indicated in the List of Requirements, Price Schedule and/or Consignee List;
- f) wherever applicable, the amount of custom duty with CDEC applicable on net CIP value on the goods to be imported; Consignee will issue Customs Duty Exemption Certificate (CDEC) wherever applicable.
- e) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from **port of entry** to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- f) In case of DDP, transportation charges from CIP Port of entry in India to consignee's site.
- g) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
- h) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- i) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

Section –II, General Instructions to Tenderers (GIT)

C. PREPARATION OF TENDERS

13. Tender Prices

FOR:

13.5.5 Customs Duty:

The Purchaser will pay the Customs duty wherever applicable.

READ AS:

13.5.5 Customs Duty:

As the supplies are to be made on DDP basis, the supplier will pay the customs duty and clear the goods transportation to consignee's site. The applicable percentage (%) rates and amount of custom duty and the corresponding Indian custom tariff number should be shown separately in the price schedule. Duty paid by the supplier shall be reimbursed on submission of documents. Customs duty exemption certificate (CDEC) wherever applicable shall be issued by the consignee.

Section –IV, General Conditions to Contract (GCC)

10. Transportation of Goods

FOR:

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named port of destination) terms; the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's warding agents/coordinators. In case the warding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

READ AS:

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods on DDP basis at consignee's site. The shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's warding agents/coordinators. In case the warding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

The procedure followed as above should be intimated to the purchaser.

Goods will be custom cleared by the supplier/ Indian agent and transported to the consignee's site as per the contract terms.

The Indian agent shall take proactive measures before arrival of equipment/stores/goods at port of and obtain necessary CDEC, entry permit, road permit, Octroi exemption, etc. from the concerned authority to avoid any hold up and/ or delay in supplies.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting dispatch or delivery.

Section –IV, General Conditions to Contract (GCC)

11. Insurance:

FOR:

11.1 Unless otherwise instructed in the SCC, 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:

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured 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.
- ii) 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.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and

commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

READ AS:

- 11.1** Unless otherwise instructed in the SCC, 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:
- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted arrive 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 “warehouse to warehouse” (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier **making the consignee as beneficiary** and should be valid till 3 months after the receipt of goods by the Consignee.
 - ii) in case of supply of the imported goods on DDP Basis, the supplier shall arrange and pay marine/air insurance making the consignee as beneficiary. The additional extended Insurance (local transportation and storage) would also be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery. The insurance shall be taken for an amount equal to 110% of overall expenditure to be incurred by the purchaser receiving the goods at consignee’s site.

Section –IV, General Conditions to Contract (GCC)

15. Warranty

FOR:

- 15.6** If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within **8 hours** on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

READ AS:

15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within **24 hours** on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

Section –IV, General Conditions to Contract (GCC)

FOR:

21.1 B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On Shipment:

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;
- (ix) Inspection Certificate the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV or equivalent (acceptable to the purchaser).

READ AS:

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

a) On delivery:

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:

- (x) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (xi) Deleted
- (xii) Four Copies of packing list identifying contents of each package;
- (xiii) Insurance Certificate as per GCC Clause 11;
- (xiv) Manufacturer's/Supplier's warranty certificate;
- (xv) Manufacturer's own factory inspection report and
- (xvi) Certificate of origin by the chamber of commerce of the concerned country;
- (xvii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch.
- (xviii) Certificate of origin
- (xix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

Section –IV, General Conditions to Contract (GCC)

FOR:

21.1 Payment Terms

B) Payment for Imported Goods:

c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

READ AS:

21.1 Payment Terms

B) Payment for Imported Goods:

- c) Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable, customs clearance and handling charges, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) will be paid in Indian Rupees to the Indian agent at actual not exceeding the quoted rates on proof of 100 % payment to the foreign principal.
- d) **Payment of Indian Agency Commission:**
Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

Section –VI, LIST OF REQUIREMENTS

FOR:

Part 1

List of items with consignee codes, quantities.

| Sch.no | Name of Equipment | QTY | Consignee |
|--------|-------------------------------------|----------|---------------------------------|
| 1 | CONFERENCE TABLE P-A SYSTEM(15 MIC) | 1 | North Eastern Institute of Folk |
| 2 | TELEVISION-42" LED | 1 | |
| 3 | WATER COOLER | 3 | |
| 4 | TELEVISION-48" | 1 | |
| 5 | FIRE & BURGLARY RESISTANT SAFE | 1 | |
| 6 | AIR CONDITIONER | | |
| (a) | 2 tons | 2 | |
| (b) | 1.5 tons | 5 | |
| (c) | 1 ton | 3 | |

READ AS:

Part 1

List of items with consignee codes, quantities.

| Sch.no | Name of Equipment | QTY | Consignee |
|--------|-------------------------------------|----------|---------------------------------|
| 1 | CONFERENCE TABLE P-A SYSTEM(15 MIC) | 1 | North Eastern Institute of Folk |
| 2 | TELEVISION-42" LED | 1 | |
| 3 | WATER COOLER | 3 | |
| 4 | TELEVISION-48" | 1 | |
| 5 | FIRE & BURGLARY RESISTANT SAFE | 1 | |
| 6 | AIR CONDITIONER | | |
| (a) | 2 tons | 6 | |
| (b) | 1.5 tons | 9 | |
| | | | |
| | | | |

Section –VI, LIST OF REQUIREMENTS

FOR:

Part II Required Delivery Schedule:

c) Imported goods directly from foreign:

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).

Installation and commissioning shall be done within two weeks of receipt of the stores/ goods at site or within two weeks of handing over the site installation, whichever is later.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

READ AS:

Part II: Required Delivery Schedule:

b) Imported goods directly from abroad:

90 days from the date of opening of L/C. The date of delivery will **be the date of delivery at consignee site.** (Tenderers may quote the earliest delivery period).

Installation and commissioning shall be done within two weeks of receipt of the stores/ goods at site or within two weeks of handing over the site installation, whichever is later.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Section –VI, LIST OF REQUIREMENTS

FOR:

Part VI: Required Terms of Delivery and Destination.

a) For Indigenous goods or imported goods if supplied from India:

At Consignee Site(s)

b) Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving break up of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

The shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XIX.

READ AS:

Part VI: Required Terms of Delivery and Destination.

a) Indigenous goods or imported goods if supplied from India:

Delivery required at Consignee Site.

Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery

b) Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on DDP at consignee's site basis giving break up of the price as per the Proforma prescribed in the Price Schedule.

Custom clearance, handling, unloading & loading and transportation to the consignee's site shall be the responsibility of the supplier/ Indian agent.

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.

SECTION – XI PRICE SCHEDULE

FOR:

B) PRICE SCHEDULE GOODS TO BE IMPORTED FROM ABROAD

| 1 | 2 | 3 | 4 | 5 | | | | | 6 |
|----------|----------------------------|-------------------|-----------------|--|--|--|---|--|---|
| Schedule | Brief Description of Goods | Country of Origin | Quantity (Nos.) | Price per unit (Currency) | | | | | Total price on CIP Named Port of Destination + Insurance (local transportation and storage) 4X 5 (e) |
| | | | | FOB price at port/airport of Lading (a) | Freight & Insurance (port of loading to port of entry) and other Incidental costs (b) | Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site** (c) | Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery** (d) | Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (e) = a+b+c+d | |
| | | | | | | | | | |

** To be paid in Indian Currency (Rs.)

Total Tender price in foreign currency: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
4. Custom duty @ 10.76% and 2% C & F charges will be added to the CIP price to arrive at the DDP price for evaluation purpose.

Indian Agent:

Indian Agency Commission - ___% of FOB

Signature of Tenderer _____

Place: _____

Date: _____

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

READ AS:

B) PRICE SCHEDULE GOODS TO BE IMPORTED FROM ABROAD

| 1 | 2 | 3 | 4 | Price per unit (Currency) | | | | | | | | | Unit price on DDP basis at consignee's site | |
|--------------|--|-------------------|-----------------|--|---|---|---------------------|--|--|--|---|--|---|----------------------------------|
| | | | | Gross FOB price at sea/air port of Lading (inclusive of Agency Commission) | Amount and percentage of Agency Commission ** | Net FOB (excluding Agency Commission) (a-b) | Insurance & Freight | Net CIP by Air/ Sea at the port of entry (c+d) | Custom Duty amount as % of Net CIP (amount with CDEC as applicable) ** | Custom Clearance & Handling Charges ** | Loading/ unloading, inland transportation, insurance as per Clause 11 of GCC & incidental cost till consignee's site ** | Installation commissioning, supervision. Demonstration & training at the consignee's site ** | (A) In foreign currency (e) | (B) In Indian Rupees (b+f+g+h+i) |
| Item Sl. No. | Brief Description of Goods (with make & model) | Country of Origin | Quantity (Nos.) | (a) | (b) | (c) | (d) | (e) | (f) | (g) | (h) | (i) | (j) = (A) + (B) | |
| | | | | | | | | | | | | | | |

** to be quoted in Indian Currency

Total price at Consignee's site

(A) In foreign currency : column (4 x e) _____ (In figures and words) plus

** (B) In Indian Rupees : column 4 x (b+f+g+h+i) Rs _____ (In figures and words)

Note: -

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
2. The bidders break up of prices under various columns are for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.
4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.
5. The prices quoted in foreign currency in column (e) shall be converted in Rupees at the rate of exchange applicable on the date of **price tender opening for evaluation and equitable comparison of tenders on DDP basis.**

Place: _____

Date: _____

Name _____

Business address _____

Signature of Tenderer _____

Seal of Tenderer _____

All other contents of the Tender Enquiry Document including terms and conditions of the tender enquiry remain unchanged.

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