

Corrigendum-1

In tender document

"RE-TENDER FOR ORTHOPAEDICS"

After pre-bid meeting on 25-06-2014 at 03.30 PM, the committee recommends for following modification (deletions/additions/replacements) in Re-Tender Enquiry No.F.No 24/Re-Tender/13/2014-RIS (Admin) related to "Department of Orthopaedics":-

Page No. 8 added at Srl No.17

Tender Currencies:

- a. The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees. Further, imported goods to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.
- b. For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any, required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed /undertaken in India.
- c. Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

Page No. 8 added at Srl No.18

Tender Prices: While filling up the columns of the Financial Bid, the following aspects should be noted for compliance:

For domestic goods or goods of foreign origin located within India, the prices in the corresponding Financial Bid shall be entered separately in the following manner:

- a. The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST/ VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc.;
- b. Any sales tax or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
- c. Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Financial Bid;
- d. The price of Incidental Services, as mentioned in List of Requirements and Financial Bid;
- e. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and
- f. The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid.

For goods offered from abroad, the prices in the corresponding Financial Bid 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 Financial Bid;
- b. The price of goods quoted CIF port of entry in India as indicated in the List of Requirements and Financial Bid;
- c. The price of goods quoted for delivery at AIIMS, Rishikesh as indicated in the List of Requirements, Financial Bid and Consignee List;
- d. Wherever applicable, the amount of custom duty with CDEC applicable on CIF value on the goods to be imported;
- e. The charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to AIIMS, Rishikesh, as specified in the List of Requirements and Financial Bid;
- f. The charges for Incidental Services, as in the List of Requirements and Financial Bid;
- g. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Financial Bid; and
- h. The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Financial Bid.

Page No. 8 added at Srl No.19 : Additional information and instruction on Duties and Taxes: If the Bidder desires to ask for excise duty, sales tax/CST / VAT/ CENVAT, Custom Duty, 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

Page No. 8 added at Srl No.20 : Excise Duty:

- a. If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b. If a Bidder chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c. Subject to sub clauses (i) & (ii) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

Page No. 8 added at Srl No.21 Sales Tax: - If a bidder asks for sales tax/CST / VAT/CENVAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The CST / VAT/CENVAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been

assessed provided the transaction of sale is legally liable to sales tax/ CST / VAT/CENVAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract.

Page No. 8 added at Srl No.22 :Octroi Duty and Local Duties & Taxes:- Normally, goods to be supplied to Government departments against Government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned Government department. Keeping this in view, the supplier shall ensure that the goods to be supplied by the supplier against the contract placed by the AIIMS, Rishikesh are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the AIIMS, Rishikesh. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the AIIMS, Rishikesh to enable the AIIMS, Rishikesh reimburse the supplier and take other necessary action in the matter.

Page No. 8 added at Srl No.23: Customs Duty: In respect of imported goods offered from abroad, the bidder shall specify the rate as well as the total amount of customs duty payable with Custom Duty Exemption Certificate, if applicable, on the quoted goods in the Financial Bid. The bidder shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods.

a. For transportation of imported goods offered from abroad, relevant instructions as incorporated shall be followed.

b. For insurance of goods to be supplied, relevant instructions as provided shall be followed.

c. **Unless otherwise specifically indicated in this NIT document, the terms FCA, FOB, FAS, CIF, CIP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.**

d. The need for indication of all such price components by the bidders, as required in this clause is for the purpose of comparison of the tenders by the purchaser and will no way restrict the AIIMS, Rishikesh right to award the contract on the selected bidder on any of the terms offered.

Page No. 8 added at Srl No.24: Indian Agent:- If a foreign bidder has engaged an agent in India in connection with its bid, the foreign bidder, in addition to indicating Indian agent's commission, if any, shall also furnish the following information:

a. The complete name and address of the Indian Agent and its Permanent Account Number as allotted by the Indian Income Tax authority.

b. The details of the services to be rendered by the agent for the subject requirement.

c. Details of Service outlets in India, nearest to the AIIMS, Rishikesh to render services during Warranty and CMC period.

Firm Price

a. Unless otherwise specified in the NIT, prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

b. However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated will apply.

Page No. 8 added at Srl No.25

Conversion of tender currencies to Indian Rupees:- In case the bid document permits the bidders to quote their prices in different currencies, all such quoted prices of the responsive bidders will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the closing exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Last Date of Submission of Tender'.

Page No. 8 added at Srl No.26

Payment Term for Imported goods: For imported goods payment shall be made in the following manner:

a) On shipment: 75 % payment of the contract price shall be paid 60 days after presentation of shipping documents {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 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. Original and four copies of the clean, on-board Bill of Lading/ Airway bill, marked freight prepaid and four copies of non-negotiable Bill of Lading/Airway bill.
- iii. Insurance Certificate;
- iv. Certificate of origin by the chamber of commerce of the concerned country;
- v. Certificate of country of origin;
- vi. Manufacturer's / Supplier's warranty certificate;
- vii. Manufacturer's own factory inspection report.

b) On Acceptance: 25 % payment would be made after satisfactory installation & commissioning on issuance of Inspection certificate by the AIIMS, Rishikesh.

Page No. 8 added at Srl No.27: Guarantee / Warrantee Period: The Tenderers must quote for 5 years comprehensive warranty (Including all Spares, Accessories and Labour) from the date of completion of the satisfactory installation. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the bidders are requested to submit their quote (Rates) for subsequent 5 years Comprehensive Maintenance Contract (CMC) (Including All Spares, Accessories and Labour). Failure to comply this condition will entail the rejection of the bids. The price comparison shall be taking into account on basic price and post warranty CMC.

Page No. 8 added at Srl No.28

Custom Clearance: For the Goods to be imported and supplied, the Institute will provide Custom Duty Exemption Certificate (CDEC) to successful bidder for availing concessional rate of duty as per prevailing Custom Tariff. In case, the bidder requires CDEC certificate, then the same should be specifically mentioned in the bid. The supplier is solely responsible for getting the material clearance from customs. Institute will provide all custom documents for custom clearance on the demand of supplier. Transportation of goods up to AIIMS, Rishikesh and its successful installation and commissioning is also the responsibility of the supplier. All charges/

expenses incurred in this process will be borne by the supplier. NO DEMURRAGE / WHARFAGE CHARGES WILL BE PAYABLE BY THE INSTITUTE UNDER ANY CIRCUMSTANCES. NO ADVANCE PAYMENT WILL BE PAYABLE FOR CUSTOM CLEARANCE/ FREIGHT/INSURANCE ETC

Page No. 8 added at Srl No.29 Applicable Law:

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.

Any disputes are subject to exclusive jurisdiction of Competent Court and Forum in Rishikesh/Dehradun, Uttarakhand India only.

The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at Rishikesh/Dehradun. The decision of the Arbitrator shall be final and binding on both the parties.

Force Majeure: Any delay due to Force Majeure will not be attributable to the supplier.

Note: In case of any dispute, decision of AIIMS Administrative would be final.

“Equipments for the Department of Orthopaedics ”
Financial Bid

A) FINANCIAL BID FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA OR GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES

1	2	3	4	5								6	
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)								Total Price (at AIIMS-Rishikesh) basis (Rs.) = {4 x 5(h)}	
				Ex - factory/ Ex-warehouse /Ex-showroom /Off-the shelf (a)	Excise Duty(if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance, loading/unloading and Incidental costs till AIIMS-Rishikesh (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the AIIMS-Rishikesh (f)	Unit Price (In Rs.) CMC for 5 years (In Rs.) if applicable (g)	Unit Price (at AIIMS-Rishikesh) basis (h)= (a+b+c+d+e+f+g)		

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The unit cost should be mentioned as per table1. The above quote should include all applicable taxes and F.O.R AIIMS Rishikesh. L1 will be decided on the basis of unit cost in addition to CMC value of 5 years where applicable including all applicable taxes at time of financial bid evaluation of individual equipment.
3. The Bidder must quote price for “GOODS TO BE IMPORTED AND SUPPLIED AGAINST PAYMENT IN INDIAN RUPEES” after having taken in to account, the provision of Custom Duty Exemption Certificate (CDEC) by the Purchaser, as per Customs Tariff Act.

Declaration by the Bidder:- (i) This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender documents regarding terms & condition of the contract, rules regarding purchase of equipments for Department of Orthopedics. I/We agree to abide them. (ii) No other charges would be payable by client and there would be no increase in rates during the contract period.

Place:
Date:

Name:
Business Address:
Signature of Bidder:
Seal of the Bidder:

Financial Bid

B) FINANCIAL BID FOR 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 (Rs.)					Total price on Destination + Insurance (local transportation and storage) = {4X 5 (e)}
				FOB price at port/ airport of Lading (a)	Carriage & Insurance (port of loading to port of entry) and other Incidental costs** (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the AIIMS-Rishikesh ** (c)	Unit Price CMC for 5 years if applicable (d)	Unit Price on DDP AIIMS-Rishikesh + 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 unit cost should be mentioned as per table1. The above quote should include all applicable taxes and F.O.R AIIMS Rishikesh. L1 will be decided on the basis of unit cost in addition to CMC value of 5 years where applicable including all applicable taxes at time of financial bid evaluation of individual equipment.

3. The Bidder will be fully responsible for the safe arrival of the goods AIIMS-Rishikesh in good condition as per terms of DDP as per INCOTERMS, if applicable.

Declaration by the Bidder:- (i) This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in Tender documents regarding terms & condition of the contract, rules regarding purchase of equipments for Department of Orthopedics. I/We agree to abide them.

(ii) No other charges would be payable by client and there would be no increase in rates during the contract period.

Indian Agent:

Indian Agency Commission - ___% of FOB

Place:

Date:

Name:

Business Address:

Signature of Bidder:

Seal of the Bidder: