

Amendment No. 1

Date: 26/04/2021

Sub: Global Tender Enquiry no. HLL/SOURCING/ COVID-19/018-RT/2021 dated 16/04/2021 FOR PROCUREMENT OF IMPORTED LIQUID MEDICAL OXYGEN FOR VARIOUS HOSPITALS OF CENTRAL AND STATE GOVERNMENT ON BEHALF OF MINISTRY OF HEALTH & FAMILY WELFARE, GOVERNMENT OF INDIA

Ref: Pre-bid meeting held on 20/04/2021, 3 PM (IST).

The following changes are being incorporated in the subject tender enquiry document (TED):

Sl. No.	<u>Clause no.of TED (Pg.no.)</u>	<u>FOR</u>	<u>READ</u>
1.	<u>Clause 1 in NIT Page 6</u>	Sourcing Division of HLL LIFECARE LIMITED (Govt. of India Enterprise) for and on behalf of Ministry of Health and Family Welfare, Government of India invites tenders in Two Bid Single Stage System (Techno-Commercial Bid and Price Bid) from the reputed, eligible & qualified manufacturers/ suppliers (hereinafter referred as ' Bidders ') for Purchase of following Imported Goods for delivery up to consignee/storage location as detailed in Enclosure -9 on DDP basis.(Delivered Duty Paid Basis)	Sourcing Division of HLL LIFECARE LIMITED (Govt. of India Enterprise) for and on behalf of Ministry of Health and Family Welfare, Government of India invites tenders in Two Bid Single Stage System (Techno-Commercial Bid and Price Bid) from the reputed, eligible & qualified manufacturers/ suppliers (hereinafter referred as ' Bidders ') for Purchase of following Imported Goods for delivery up to any port in India on CIF basis (Cost, Insurance and Freight basis) .
2.	<u>Clause 2 in NIT Page 6</u>	Last date and time of submission of tender: 28-04-2021 at 02:00 PM IST	Last date and time of submission of tender: 05-05-2021 at 02:00 PM IST
3.	<u>Clause 2 in NIT Page 6</u>	Date and time of tender opening: 28-04-2021 at 02:30 PM IST	Date and time of tender opening: 05-05-2021 at 02:30 PM IST

4	<p><u>Page 10</u></p> <p><u>Section-II</u></p>	<p><u>Scope of work, Technical Specification, Delivery Schedule, Consignee/Storage Location</u></p> <p>1. Scope:</p> <p>a. Importing Liquid Medical Oxygen of Minimum 99.5% purity (as per specifications given under Technical Specifications) in ISO Containers of 20 MT each.</p> <p>b. Custom clearance at the port of Landing in India. (will be reimbursed on submission of documentary proof of payment)</p> <p>c. Loading of ISO Containers on suitable trailers and transporting to the consignee locations / storage locations as detailed in this TED.</p> <p>d. Facilitating drawl of sample for quality testing at consignee site</p> <p>e. Facilitating to the consignee for taking the gross weight of the vehicle along with ISO container and goods</p> <p>f. Facilitating decantation of the Liquid Medical Oxygen into storage tank at the consignee/destination site.</p> <p>g. Facilitating taking the weight of vehicle (vehicle + ISO container) after unloading</p> <p>h. Taking back the empty ISO container back to desired destination of your choice.</p> <p>i. Bidder/Supplier shall ensure that ISO containers should not be at a pressure exceeding 5 Bar at the time of decantation</p> <p>Note: Decanting will be done by consignee/storage owners and suppliers will facilitate the same. ‘Facilitating’ means cooperating in weighing, placing the vehicle at decanting locations as per instructions etc.</p>	<p><u>Scope of work, Technical Specification, Delivery Schedule</u></p> <p>1. Scope:</p> <p>a. Importing Liquid Medical Oxygen of Minimum 99.5% purity (as per specifications given under Technical Specifications) in ISO Containers of 20 MT each.</p> <p>b. Bidder/Supplier shall ensure that ISO containers should not be at a pressure exceeding 5 Bar at the time of decantation.</p> <p>c. Taking back the empty ISO container back to desired destination of your choice from the port of destination in India.</p> <p>d. Shipping line & container charges including destination and return (upto origin, if required) should be included in quoted price. In case of any destination charges claimed by the shipping line or for container the same shall be recovered from the LC without further notice. Further, 14 days free period shall be advised by the supplier to the console / liner / agent for returning the container to the yard / designated place located in India.</p>
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<p>5.</p>	<p><u>Page 10</u></p> <p><u>Section-II</u></p> <p><u>Scope of work, Technical Specification, Delivery Schedule, Consignee/Storage Location</u></p>	<p>3. DELIVERY SCHEDULE:</p> <p>a. For imported goods price offered in INR Delivery schedule will be reckoned from the date of Notification of Award. The date of delivery will be the date of delivery at consignee site/ Storage Point. Deliveries shall be made as per the schedule appended.</p> <p>b. For Imported goods, price offered in Foreign currency + INR: Delivery schedule will be reckoned from the date of opening of Letter of Credit (LC). The Suppliers shall provide necessary documents complete in all respects for opening of LC within 3 days of Notification of Award (NOA). Days taken beyond 3 days will be adjusted in Delivery period. Procurement Agency/Purchaser will open the LC in 4 working Days. The target date for opening the LC from the date of Notification of Award will be 7 days. The date of delivery will be the date when the consignment reaches at consignee site/ Storage Point</p>	<p>3. DELIVERY SCHEDULE:</p> <p>a. For imported goods price offered in INR Delivery schedule will be reckoned from the date of Notification of Award. The date of delivery will be the date when the consignment reaches the port of destination in India</p> <p>b. For Imported goods, price offered in Foreign currency : Delivery schedule will be reckoned from the date of opening of Letter of Credit (LC). The Suppliers shall provide necessary documents complete in all respects for opening of LC within 3 days of Notification of Award (NOA). Days taken beyond 3 days will be adjusted in Delivery period. Procurement Agency/Purchaser will open the LC in 4 working Days. The target date for opening the LC from the date of Notification of Award will be 7 days. The date of delivery will be the date when the consignment reaches the port of destination in India</p>																																
<p>6.</p>	<p><u>Page 10</u></p> <p><u>Section-II</u></p> <p><u>Scope of work, Technical Specification, Delivery Schedule, Consignee/Storage Location</u></p>	<p>DELIVERY SCHEDULE</p> <table border="1" data-bbox="419 1093 882 1615"> <thead> <tr> <th>S N</th> <th>NO OF DAYS</th> <th>QUANT ITY IN METRIC TONS (For 50,000MT)</th> <th>QUANT ITY IN METRIC TONS (For 25,000 MT)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>D+30</td> <td>5,000</td> <td>2,500</td> </tr> <tr> <td>2</td> <td>D+40</td> <td>7,500</td> <td>3,750</td> </tr> <tr> <td>3</td> <td>D+50</td> <td>5,000</td> <td>2,500</td> </tr> <tr> <td>4</td> <td>D+60</td> <td>7,500</td> <td>3,750</td> </tr> <tr> <td>5</td> <td>D+70</td> <td>7,500</td> <td>3,750</td> </tr> <tr> <td>6</td> <td>D+80</td> <td>7,500</td> <td>3,750</td> </tr> <tr> <td>7</td> <td>D+90</td> <td>10,000</td> <td>5,000</td> </tr> </tbody> </table> <p>Note: Delivery schedule will be in proportion to the quantity offered/ordered in line with above matrix ‘D’ is date of Notification of Award in case the total contract is awarded in INR. ‘D’ is date of opening of LC in case the contract is awarded in foreign currency + INR Note: For delayed delivery, Liquidated damages shall be charged.</p>	S N	NO OF DAYS	QUANT ITY IN METRIC TONS (For 50,000MT)	QUANT ITY IN METRIC TONS (For 25,000 MT)	1	D+30	5,000	2,500	2	D+40	7,500	3,750	3	D+50	5,000	2,500	4	D+60	7,500	3,750	5	D+70	7,500	3,750	6	D+80	7,500	3,750	7	D+90	10,000	5,000	<p>DELIVERY PERIOD & SCHEDULE</p> <p>The bidders must quote a minimum of 3000 MT of the Liquid Medical Oxygen for being eligible.</p> <p>a. For imported goods price offered in INR: The delivery period is 90 days from the NoA. Bidders shall provide the delivery schedule for the quoted quantity.</p> <p>b. For Imported goods, price offered in Foreign currency : The delivery period is 90 days from the date of opening of L/C. Bidders shall provide the delivery schedule for the quoted quantity.</p> <p>Note: For delayed delivery, Liquidated damages shall be charged.</p>
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7	D+90	10,000	5,000																																

7.	<u>Page 10</u>	4. Consignee /Store Location with spare storage space allocated for imported liquid medical oxygen is attached at Enclosure 9.	Deleted
8.	<u>Page 12</u> <u>Section III</u> <u>Eligibility Criteria and Document</u>	ELIGIBILITY CRITERIA 4. The bidders must quote a minimum of 50% of the tendered quantity for being eligible.	ELIGIBILITY CRITERIA 4. The bidders must quote a minimum of 3000 MT of the Liquid Medical Oxygen for being eligible.
9.	<u>Page 13</u> <u>Section III</u> <u>Eligibility Criteria and Document</u>	DOCUMENTS REQUIRED FOR ESTABLISHING ELIGIBILITY Declaration that bidder has quoted for minimum 50% quantity.	DOCUMENTS REQUIRED FOR ESTABLISHING ELIGIBILITY Declaration that bidder has quoted for minimum 3000 MT of the Liquid Medical Oxygen .
10.	<u>Page 14</u> <u>Section-IV</u> <u>GENERAL INSTRUCTION TO TENDERERS (GIT)</u>	6. TENDER CURRENCIES 6.1 Foreign manufacturer/supplier if submitting the bid directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for services which are to be performed in India i.e. payment of custom duty, airport charges, Logistics expenses shall be quoted in Indian Rupees only. 6.2 Tenders, where prices are quoted in any other currency apart from 6.1 may not be accepted and are liable to be ignored. If the bid is submitted by an Indian Agent/ Indian Supplier the bidder can choose to quote price in INR only Or it can choose to quote CIF price in any freely convertible currency supported by proforma invoice of foreign manufacturer whose goods are offered and in INR for services which are to be performed in India i.e. payment of custom duty, airport charges, Logistics expenses etc.	6. TENDER CURRENCIES 6.1 Foreign manufacturer/supplier if submitting the bid directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. 6.2 Tenders, where prices are quoted in any other currency apart from 6.1 may not be accepted and are liable to be ignored. If the bid is submitted by an Indian Agent/ Indian Supplier the bidder can choose to quote price in INR only Or it can choose to quote CIF price in any freely convertible currency supported by proforma invoice of foreign manufacturer whose goods are offered.
11.	<u>Page 15</u> <u>Section-IV</u> <u>GENERAL INSTRUCTION TO TENDERERS (GIT)</u>	9. PRICING: a. Bidders shall quote the prices as per price bid sheet of the tender enquiry for delivery of the item at consignee door delivery basis. Consignee details are mentioned at Enclosure - 9	9. PRICING: a. Bidders shall quote the prices as per price bid sheet of the tender enquiry for delivery of the item at port of destination .

<p>12.</p>	<p><u>Page 16</u> <u>Section-IV</u> <u>GENERAL INSTRUCTION TO TENDERERS (GIT)</u></p>	<p>10. Discrepancies in Prices 10.6. The supplier shall take back empty ISO containers within 3 days of decanting at consignee site/storage.</p>	<p>10. Discrepancies in Prices 10.6. The supplier shall take back empty ISO containers from the port of destination within 3 days of receiving intimation from the purchaser.</p>
<p>13.</p>	<p><u>Page 17</u> <u>Section-V</u> <u>Special Conditions of Contract (SCC)</u></p>	<p>2. Comparison of Tenders 2.1 Technical Evaluation of the Techno-commercial Bids shall be evaluated based on the Eligibility Criteria and documents submitted by the bidder. The price bid of only successful techno- commercial bid shall be opened in presence of representative of the bidders who opts to be present. The information for the same will be sent by email only to Techno-commercially responsive bidders whose bids are found eligible for price bid opening. The rates of the responsive tenders after opening of price bid, shall be compared on Delivery Duty Paid (DDP, Incoterms 2020) consignee site basis and L1 shall be determined. 2.2 The comparison of the responsive tenders Shall be compared on Delivery Duty Paid (DDP, Incoterms 2020) consignee site basis and L1 shall be determined.</p>	<p>2. Comparison of Tenders 2.1 Technical Evaluation of the Techno-commercial Bids shall be evaluated based on the Eligibility Criteria and documents submitted by the bidder. The price bid of only successful techno- commercial bid shall be opened in presence of representative of the bidders who opts to be present. The information for the same will be sent by email only to Techno-commercially responsive bidders whose bids are found eligible for price bid opening. The rates of the responsive tenders after opening of price bid, shall be compared on Cost, Insurance, and Freight (CIF, Incoterms 2020) till port of destination and L1 shall be determined. 2.2 The comparison of the responsive tenders Shall be compared on Cost, Insurance, and Freight (CIF, Incoterms 2020) till port of destination basis and L1 shall be determined.</p>
<p>14.</p>	<p><u>Page 17</u> <u>Section-V</u> <u>Special Conditions of Contract (SCC)</u></p>	<p>3. Ranking of bids and Award of Contact: A The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP consignee site basis.’</p>	<p>3. Ranking of bids and Award of Contact: A The comparison of the responsive tenders shall be carried out on Cost, Insurance, and Freight (CIF, Incoterms 2020) till port of destination basis.’</p>

<p>15.</p>	<p><u>Page 17</u> <u>Section-V</u> <u>Special Conditions of Contract (SCC)</u></p>	<p>Parallel Contracts/Splitting Ratios: The manner of deciding the relative share of L1 bidder and the rest of the bidders will be done on the basis of the ratio 50:30:20. L1 will be ordered 50 % quantity. L2 and L3 will be asked to match the agreed L 1 price for ordering 30% and 20% quantity. If they do not agree to match L 1 price, Procurement Agency/Purchaser can approach other bidders in ascending order of ranking of bids to match the L1 price. Procurement Agency/Purchaser with approval of Competent Authority reserves the right to award the entire quantity to L1 if other bidders do not match the price or if out of L2 and L3 one bidder matches and other do not match, the left over quantity can be divided between the two bidders 70:30 ratio.</p>	<p>Parallel Contracts/Splitting Ratios: If the L1 bidder is not in the position to supply the full tendered quantity (50,000MT) required, the remaining quantity, as far as possible, be ordered from the next higher responsive bidder(s) (i.e L2, L3, L4 etc.)</p>
<p>16.</p>	<p><u>Page 18</u> <u>Section-V</u> <u>Special Conditions of Contract (SCC)</u></p>	<p>6 TERMS OF PAYMENT: TERMS AND MODE OF PAYMENT A) If Bid is offered in INR only by Indian Agent/ Indian Supplier. Payment shall be made in Indian Rupees as specified in the contract in the following manner: a) On delivery/ Receipt of Goods: 100% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any: (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount (ii) Quality Certificate specifying Purity of Liquid Medical Oxygen from Manufacturer (iii) Quality Test Report at Consignee / Storage location where the goods have been delivered. (iv) Insurance Certificate as per tender (v) Certificate of origin for imported goods (vi) Consignee Receipt Certificate as per Enclosure- 8 in original issued by the authorized representative of the consignee/ storage location along with weight bridge slip</p>	<p>6 TERMS OF PAYMENT: TERMS AND MODE OF PAYMENT A) If Bid is offered in INR only by Indian Agent/ Indian Supplier. Payment shall be made in Indian Rupees as specified in the contract in the following manner: a) On delivery/ Receipt of Goods: 100% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any: (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount (ii) Quality Certificate specifying Purity of Liquid Medical Oxygen from Manufacturer (iii) Insurance Certificate as per tender (iv) Certificate of origin for imported goods</p>

<p>17.</p>	<p><u>Page 19</u> <u>Section-V</u> <u>Special Conditions of Contract (SCC)</u></p>	<p>B) If bid is offered in Foreign currency + INR :: Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner: On delivery/ Receipt of Goods a) Foreign Component: Payment directly to foreign manufacturer against LC 100% of the net CIF price (CIF price less Indian Agency commission if any) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the manufacturer/ agent/supplier in a bank in his country and upon submission of documents specified here under: (i) Four copies of manufacturer/agent/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 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 Quality Certificate specifying Purity of Liquid Medical Oxygen (vi) Certificate of origin by the chamber of commerce of the concerned country; (vii) Consignee Receipt Certificate as per Enclosure- 8 in original issued by the authorized representative of the consignee/ storage location along with weight bridge slip</p>	<p>B) If bid is offered in Foreign currency: Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner: On delivery/ Receipt of Goods a) Foreign Component: Payment directly to foreign manufacturer against LC 100% of the net CIF price (CIF price less Indian Agency commission if any) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the manufacturer/ agent/supplier in a bank in his country and upon submission of documents specified here under: (i) Four copies of manufacturer/agent/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 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 Quality Certificate specifying Purity of Liquid Medical Oxygen (vi) Certificate of origin by the chamber of commerce of the concerned country;</p>
<p>18.</p>	<p><u>Page 19</u> <u>Section-V</u> <u>Special Conditions of Contract (SCC)</u></p>	<p>On delivery/ Receipt of Goods b) INR Component: Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable, customs clearance and handling charges, insurance, 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.</p>	<p>On delivery/ Receipt of Goods Deleted</p>

HLL Lifecare Limited, Corporate Office, HLL Bhavan, Poojappura, Trivandrum-
695012, India

19.	<u>Page 20</u> <u>Section-V</u> <u>Special Conditions of Contract (SCC)</u>	6.10 Procurement Agency, based on the Quality Test Report from Consignee/ Storage locations reserves the right to reject the goods if not received as per agreed tender specifications / or agreed permissible deviations. If goods are rejected, Supplier will have to take them back its own cost with no liability on the purchaser/ Procurement Agency.	6.10 Procurement Agency, reserves the right to reject the goods if not received as per agreed tender specifications / or agreed permissible deviations. If goods are rejected, Supplier will have to take them back its own cost with no liability on the purchaser/ Procurement Agency.
20.	<u>Page 20</u> <u>Section-V</u> <u>Special Conditions of Contract (SCC)</u>	8 INSPECTION AND TESTING: Manufacturer should furnish the Quality Report certifying purity not less than 99.5% purity as specified in Technical Specifications. At the time of receipt of Goods at Consignee/ Storage Locations, the goods will be tested for its conformity to technical specifications. The test report at Consignee/ Storage location shall be final and binding on the parties to Contract	8 INSPECTION AND TESTING: Manufacturer should furnish the Quality Report certifying purity not less than 99.5% purity as specified in Technical Specifications. Consignee /Purchaser reserves the right to test the conformity of technical specifications, such test report shall be final and binding on the parties to contract.
21.	<u>Page 29</u> <u>GENERAL TERMS & CONDITIONS (GT&C)</u>	26. RECEIPT INSPECTION BY CONSIGNEE 26.1 Consignee shall carry out necessary inspection of the items on receipt, on the basis of an appropriate quality assurance system and inspection system requirements along with representative of the Owner. Any objection raised by Consignee Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.	26. RECEIPT INSPECTION BY CONSIGNEE 26.1 Consignee /Purchaser reserves the right to test the conformity of technical specifications, such test report shall be final and binding on the parties to contract. Any objection raised by Consignee Quality Control Team against quality of materials or workmanship shall be satisfactorily corrected by the Contractor at his expense including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified/replaced by the Contractor within shortest possible time, payment for which shall be made at mutually agreed rates.
22.	<u>Page 28</u>	Enclosure -8 CONSIGNEE RECEIPT CERTIFICATE	Enclosure -8 DELETED
23.	<u>Page 29</u>	Enclosure -9 Consignee List/ Storage Location	Enclosure -9 DELETED

Enclosure: Revised Price Schedule- Enclosure-3

All other contents of the tender enquiry document including terms & conditions remain unaltered. The prospective bidders are advised to submit their bids considering above amendments.

Note: Prospective Bidders are also advised to check the website regularly prior to the Closing date and time of submission of bids.

Enclosure -3

REVISED PRICE SCHEDULE
PRICE SCHEDULE FOR GOODS OF FOREIGN ORIGIN QUOTED IN INR

1.	2.	3.	4.	5.			6.
				Price per MT(Rs.)			
Sl. No.	Brief Description of Goods	Country of Origin	Offered Quantity (MT)	Price per MT including Packing and Forwarding Charges till port of destination in India (a)	GST (if any) [%age& value] (b)	Unit Price per MT (at port of destination in India) (c=a+b)	Total Price (at port of destination in India) (Rs.) 4x5(c)

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. Ranking of price shall be made on Unit price per MT at port of destination.
3. The empty container after decanting shall be taken back by the supplier at their own cost from port of destination.

Place: _____

Date: _____

Name
Business Address _____
Signature of Tenderer _____
Seal of the Tenderer _____

REVISED PRICE SCHEDULE

ii. PRICE SCHEDULE FOR GOODS OF FOREIGN ORIGIN QUOTED IN FOREIGN CURRENCY

1.	2.	3.	4.	5.			6.
				Price per MT(Currency)			
Sl. No.	Brief Description of Goods and HSN code	Country of Origin	Offered Quantity (MT)	FOB price at port of Lading ***(a)	Insurance & Freight ***(b)	CIF Port of Destination by Sea ***(c)=(a+b)	Total CIF Price (at port of destination in India) 4x5(c)

*** to be quoted in foreign Currency (Mention the Currency)

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 quoted price should be bidders best lowest rate supported with original proforma invoice from the foreign manufacturers.
3. Ranking of price shall be made on Unit price per MT at port of destination.
4. The empty container after decanting shall be taken back by the supplier at their own cost from port of destination.

Indian Agent:

Indian Agency Commission (included in FOB price)-_% of FOB

Signature of Tenderer _

Place: _____

Date: _____

Name

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____