

CORIGENDUM NO-1 and ADDENDUM : for EOI for Alkaline Batteries

i) **CORIGENDUM NO-1**

Ref : ECIL/CD/EVM/PUR/03-7469/Q/PPKS-BAT dated 12-10-2015

S.No.	QUERY	CLARIFICATION
1	Confirm that whether consortium is allowed to participate in EOI to match the turnover of Rs.4 Crore	Yes, consortium is allowed, however ECIL will deal only with the Leader of the consortium
2	Confirm that if Consortium is allowed than total value of purchase order from consortium members is valid for participation	Yes, it is valid
3	<ul style="list-style-type: none">- As per clause No. 3.4.1 the word used as SIMILAR.- Clarify the items under Similar or request you to please relax it to IMPORT	<ul style="list-style-type: none">- Power banks, Rechargeable Batteries, Power Electronic Devices & Components, other means of storage power sources come under Similar products.- It can be relaxed for imports provided bidder submits a letter of authorization/representation as Indian Agent, from the foreign OEM.
4	Qualifying Turnover for commission agents	Minimum turnover of Rs.50 Lakhs per year OR a combined total of 2.25 Crore for last three years
5	Use of IEC number of one of associates of supplier	Any liability arising out of use of referred IEC shall be borne by supplier. A notarised affidavit to be given in this regard
6	Last date for submission of Expression of Interest (E O I)	Expression of Interest (E O I) can be submitted on or before 14.30 Hours of 10th November 2015

ii) **Addendum As per Annexure-1**

DGM(Purchase-CD)

Format for High Sea Sales Agreement**(On Rs.100/- non judicial stamp paper)**

Seller :	Buyers:
	Electronics Corporation of India Limited Component Division – Purchase RCD Building, ECIL PO, Hyderabad-62.

HIGH SEA SALES AGREEMENT

KNOW ALL MEAN BY THESE PRESENT THAT, WE M/s _____, a company/firm having its registered office at (herein after referred to as “SELLER”) and M/s ELECTRONICS CORPORATION OF INDIA LIMITED, Components Division – Purchase, RCD Building, ECIL PO, Hyderabad – 500 062 (herein after referred to as “BUYER”) hereby enter into a contract for sale on “HIGH SEA SALES” basis for the goods specified below, subject to terms and conditions herein after mentioned.

This is to confirm regarding our sale agreement with you for **xxxxx** numbers of Alkaline Batteries, from M/s to, Hyderabad, India, to you on High Sea Sales basis as per the following details:

1. On the basis of Purchase Order placed by the Buyer for the goods specified herein on The Seller, the Seller has placed an order No..... **Dt. _/ _/ _** on M/s....., which are shipped, as per schedule furnished hereunder. The Seller has agreed to sell and Buyer has agreed to purchase the consignment on “HIGH SEA SALE” basis, (PO No....., Dated, - - - - -), for the amount specified in the Schedule.
2. Based on the payment terms committed by the Buyer the Seller hereby transfer the title of goods through this contract.
3. The Buyer shall pay to the concerned authorities all customs duties, fines, penalties, port/ Warehouse, demurrage / handling / transportation and other charges incidental to the unloading, stacking, handling and clearance of the said goods through the Customs and Port Authorities.
4. The Buyer shall make their own arrangement for clearance of goods through customs And for taking delivery of the same from Port authorities.
5. The buyer shall pay all taxes, whether Central or State, including Sales Tax on the goods Purchased on HIGH SEA SALE basis, in the event of same being demanded by concerned authorities.
6. The Buyer shall pay the Octroi charges, if any, to the concerned authorities.

7. The Buyer hereby indemnifies the Seller in full against any demand for payment of any dues by any authority and make necessary arrangements to meet such demands direct or in case the Seller have made the payments, to re-imbrues the same to them on production of evidence of such payments.
8. The HIGH SEA SALE shall be subject to Force Majeure.
9. The Buyer undertakes to forward the exchange control copy of Bill of Entry, under which they would clear the goods, to the Seller, after getting the same duly authenticated by the Customs authorities within seven days of Customs clearance.
10. The Buyer hereby confirms that, this HIGH SEA SALE agreement once signed by both Parties to this contract would be irrevocable until all such acts as specified herein above are completed.
11. No amendments of supplements to this contract shall be deemed to be valid unless Mutually agreed upon both the Seller and Buyer and such amendments or supplements are put down in writing and duly signed by their authorized representative.
12. The Seller and Buyer agree that, all disputes arising between them in respect of any Matter relating to this contract, shall be subject to the jurisdiction of court at _____.
13. This agreement is also subject to Government directions and regulations.
14. The goods are insured by the Buyer from the Port of Loading to Port of Unloading.
15. The Seller shall not be responsible for any loss or damage to the goods, after filing of Import General Manifest by the Freight Forwarder.
16. The Buyer also undertakes this charging the obligation and fulfillment of conditions, if any, attached to the importation, assessment and clearance of goods in terms of Customs Tariff Act 1975, Customs Act 1962 and Rules & Regulations made there under the Foreign Trade (Development and Regulations) Act 1992 and Rules & Orders made under other relevant act / order / notification etc.,

17. IN WITNESS WHEREOF the Seller & Buyer have hereunto set their respective hands, this ____ day of ____ 2015

We confirm the above & accept all terms and conditions.

For M/s.....(seller)

for ELECTRONICS CORPORATION OF INDIA LIMITED

SELLER	M/s	BUYER	Electronics Corp of India Ltd
PAN		PAN	AAACE4809L
IEC NO.		IEC NO.	988000741
CST TIN NO.		GST TIN NO.	36650198958
VAT TIN NO.		LST TIN NO.	SAR/06/01/1013/76-77

SCHEDULE

S.No.	Material	Alkaline Batteries
1	Supplier Name & Invoice No. & Date	
2	Quantity & Type	
3	Delivery	Goods being sold while the goods are on High Seas
4	Vessel Name	
5	Bill of Lading No. & Date	
6	Total Value of PO No. dated....	

For M/s.....(seller)

for ELECTRONICS CORPORATION OF INDIA LIMITED

DGM(Purchase-CD)