

AMENDMENT No.2

Dated: 03.05.2014

Ref: 1. Tender Enquiry No.: HLL/PCD/KfW/02/2013-14 dated 28.02.2014
2. Amendment no. 1

A- Commercial Points

1. Section IV:- General Condition of Contract (GCC);
 - a. Clause no. 21.1, B)-c)- Advance Payment:

Existing Clause:

On Completion of Installation: 40% of the Contract Price will be paid upon the completion of the verified Pre-commissioning report, provided always that the performance bond is still in force and valid for 60 months from the date of commissioning as specified in the Clause 5.1 of the GCC and upon submission of the documents specified in the Bidding Documents.

Read As:

On Completion of Installation: 40% of the Contract Price will be paid upon the completion of the verified Pre-commissioning report, provided always that the performance bond is still in force and valid for 66 months from the date of commissioning as specified in the Clause 5.1 of the GCC and upon submission of the documents specified in the Bidding Documents.

2. Section IV:- General Condition of Contract (GCC);
 - a. Clause no. 5.1 a) Performance Security:

Existing Clause:

Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 84 months from the date of Notification of Award.

Read As:

- a) *Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty six (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 66 months from the date of Notification of Award.*

3. Section VI: List of Requirement:

a. Clause no. Part II required delivery schedule:

Existing Clause:

90 days from the date of issue of notification of award/ purchase order. In case of Prototype inspection (if any), the date of delivery will be 90 days from the date of approval of prototype. The offer for prototype should be with in 60 days from the date of issue of notification of award/purchase order. The date of delivery will be the date of delivery at consignee site/ CIP port of destination in case of imported items.

Read As:

90 days from the date of issue of notification of award/ purchase order. In case of Prototype inspection (if any), the date of delivery will be 90 days from the date of approval of prototype. The offer for prototype should be with in 60 days from the date of issue of notification of award/purchase order. The date of delivery will be the date of delivery at consignee site in case of imported items.

4. SECTION XI: PRICE SCHEDULE

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

EXISTING:

As per ANNEXUR - 1

Read As:

As per ANNEXURE – 2

5. SECTION II: General Instructions to the Tenderers:

a. Clause 13.4.2-d)

Existing:

d) deleted

Read As:

d) Custom duty as per price schedule and as per applicable rates (No CDEC will be issued)

6. SECTION IV: General Condition of Contract (GCC)

a. Clause 21.1 Payment Terms- B)

Existing:

B) Payment for imported goods:-

Payment will be made by KfW in accordance with the terms and conditions of the agreement. Payment will be made only upon the approval of the purchaser in the following manner:

a) Advance Payment:

20% of the total contract price will be paid within thirty (30) calendar days of signing of contract against a simple receipt and an advance payment bond (bank guarantee) for the equivalent amount in the form prescribed in the documents.

b) On Shipment:

30% of the total Contract Price will be paid upon submission of claim in the form prescribed in the Bidding Documents, the Supplier's invoice, the bill of lading / airway bill and certificate of insurance, the certificate of origin and the inspection certificate issued by the inspection agency nominated by the Purchaser

- c) On Completion of Installation:** 40 % of the Contract Price will be paid upon the completion of the verified Pre-commissioning report, provided that the performance bond is still in force and valid for 60F months from the date of -commissioning as specified in the Clause 5.1 of the GCC and upon submission of the documents specified in the Bidding Documents.
- d) The final payment** of 10 % will be paid against the submission of the Final acceptance certificate, as prescribed in the document.
- e) Reimbursement of taxes and duties** will be made by purchaser/ MOH&FW separately on submission of actual proof of payment.
- f) Indian agency commission** will be paid to the Indian agent upon receipt of 100% proof of payment from the foreign principal by Kfw.

Read as:

B) Payment for imported goods:-

Payment will be made by KfW in accordance with the terms and conditions of the agreement. Payment will be made only upon the approval of the purchaser in the following manner:

a) Advance Payment:

*20% of the **CIP** price will be paid within thirty (30) calendar days of signing of contract against a simple receipt and an advance payment bond (bank guarantee) for the equivalent amount in the form prescribed in the documents **to the foreign principal.***

b) On Shipment:

*30% of the **CIP** Price will be paid upon submission of claim in the form prescribed in the Bidding Documents, the Supplier's invoice, the bill of lading / airway bill and certificate of insurance, the certificate of origin and the inspection certificate issued by the inspection agency nominated by the Purchaser **to the foreign principal.***

- c) On Completion of Installation:** 40 % of the **CIP** Price will be paid upon the completion of the verified Pre-commissioning report, provided that the performance bond is still in force and valid for 60 months from the date of -commissioning as specified in the Clause 5.1 of the GCC and upon submission of the documents specified in the Bidding Documents **to the foreign principal.**
- d) The final payment** of 10 % of CIP price will be paid against the submission of the Final acceptance certificate, as prescribed in the document.
- e) Reimbursement of taxes and duties** will be made by purchaser/ MOH&FW separately on submission of actual proof of payment.

- f) *Indian agency commission will be paid to the Indian agent upon receipt of 100% proof of payment from the foreign principal by KfW.*
- g) *Payment for Installation, Commissioning, extended insurance, incidental services if any quoted in the price schedule in INR will be paid to the Indian agent upon the receipt of actual proof of payment.*

7. SECTION XXI- Consignee List: Page 88

Existing:

Consignee List for Freeze Marker:

Read As:

Consignee List for Ice-lined Refrigerator and Deep Freezer.

8. CLARIFICATIONS:

- a. *Form C will not be issued by the HLL/MOHFW/KfW.*
- b. *Entry tax if any need to be paid by the supplier and claim re-imburement for the same as per the GCC clause 20.3*
- c. *No exemption for performance security will be allowed as per GIT clause 19.2.*
- d. *No LC will be opened, all payments will be done on producing invoice by the supplier as per clause 21 of Section IV (GCC)*

B- TECHNICAL POINTS:

1. Ice Lined Refrigerator (Large):

- a. **Clause 3.1: Vaccine Storage Capacity**

Existing Clause:

3.1 Vaccine storage capacity: 200 to 225 Liters with baskets in place

Read As:

3.1: Net Vaccine Storage Capacity: 135 to 160 liters within basket in place.

- b. **Clause 3.2: Gross Volume:**

Existing Clause:

3.2: Gross Volume: 240 to 300 Liters

Read As:

Deleted

- c. **Clause 5.2: Accessories:**

Existing:

5.2 Vaccine Storage baskets(7 wires type)- 4 to 6 per unit

Read As:

5.2 Vaccine Storage Basket allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement. It should be minimum 5 wire basket.

d. Clause 5.5: Supply of spare parts:

Existing Clause:

Consignee is not mentioned:

Read As:

All spare parts will be supplied at respective state head quarter. The actual list of the consignee will be provided at the time of NOA.

2. Ice Lined Refrigerator (Small):

a. Clause 3.1: Vaccine Storage Capacity

Existing Clause:

3.2 Vaccine storage capacity: 60 to 75 Liters with baskets in place

Read As:

3.1: Net Vaccine Storage Capacity: 90 to 105 liters within basket in place.

b. Clause 3.2: Gross Volume:

Existing Clause:

3.2: Gross Volume: 90 to 150 Liters

Read As:

Deleted

c. Clause 5.2: Accessories:

Existing:

5.3 Vaccine Storage baskets(7 wires type)- 4 to 6 per unit

Read As:

5.2 Vaccine Storage Basket allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement. It should be minimum 5 wire basket.

d. Clause 5.5: Supply of spare parts:

Existing Clause:

Consignee is not mentioned:

Read As:

All spare parts will be supplied at respective state head quarter. The actual list of the consignee will be provided at the time of NOA.

3. Deep Freezer (Large):

a. Clause 3.1: Vaccine Storage Capacity

Existing Clause:

3.3 Vaccine storage capacity: 200 to 225 Liters with baskets in place

Read As:

3.1: Net Vaccine Storage Capacity: 220 to 280 liters within basket in place.

b. Clause 3.2: Gross Volume:

Existing Clause:

3.2: Gross Volume: 250 to 300 Liters

Read As:

Deleted

c. Clause 5.2: Accessories:

Existing:

5.4 Vaccine Storage baskets(7 wires type)- 4 to 6 per unit

Read As:

5.2 Vaccine Storage Basket allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement. It should be minimum 5 wire basket.

d. Clause 5.5: Supply of spare parts:

Existing Clause:

Consignee is not mentioned:

Read As:

All spare parts will be supplied at respective state head quarter. The actual list of the consignee will be provided at the time of NOA.

4. Deep Freezer (Small):
a. Clause 3.1: Vaccine Storage Capacity

Existing Clause:

3.4 Vaccine storage capacity: 90 to 100 Liters with baskets in place

Read As:

3.1: Net Vaccine Storage Capacity: 90 to 100 liters within basket in place.

b. Clause 3.2: Gross Volume:
Existing Clause:

3.2: Gross Volume: 100 to 125 Liters

Read As:

Deleted

c. Clause 5.2: Accessories:

Existing:

5.5 Vaccine Storage baskets(7 wires type)- 4 to 6 per unit

Read As:

5.2 Vaccine Storage Basket allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement. It should be minimum 5 wire basket.

d. Clause 5.5: Supply of spare parts:

Existing Clause:

Consignee is not mentioned:

Read As:

All spare parts will be supplied at respective state head quarter. The actual list of the consignee will be provided at the time of NOA.

OTHER TERMS AND CONDITIONS WILL REMAIN SAME

SECTION – XI PRICE SCHEDULE
PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

B)

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 h (i)
				Gross FOB price at port/ airport of Lading (Inclusive of Agency Commission) (a)	Amount and percentage of Agency Commission (b)	Net FOB (Excluding Agency Commission) (c)	Carriage & Insurance (port of loading to port of entry) and other Incidental costs**(d)	Net CIP by Air/Sea at the port of Entry (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site** (f)	Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery** (g)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (h) = e+f+g	

** 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 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
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.

Indian Agent:-

Indian Agency Commission - ____% of FOB

Signature of Tenderer _____

Name _____

Business Address _____

**SECTION – XI PRICE SCHEDULE
PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

B)

1	2	3	4	5									6		
Item S.No	Brief Description of Goods (With make and Model)	Country of Origin	Quantity (Nos.)	Price per unit (Currency) (PI see GIT clause 12 and 13 of SECTION II)									Unit price on DDP basis at consignee site		
				FOB price at port/airport of Lading (Inclusive of Agency Commission)	Amount and percentage of Agency Commission	FOB Price Excluding Agency Commission)	Insurance & Freight)	CIP by Air/Sea at the port of Entry (e)=c+d	Custom Duty amount as % of CIP (No CDEC will be issued) **	Custom Clearance & Handling charges. **	Loading/unloading inland transportation, insurance as per clause 11 of GCC & incidental cost till consignee site. **	Installation commissioning, supervision. Demonstration & training at consignee site. **	In foreign currency A= (e)	In Indian rupees B = (f)+ (g)+ (h) + (i)	Agency Commission in Indian rupees (C)
				(a)	(b)	(a)	(d)	(e)	(f)	(g)	(h)	(i)	(A)	(B)	(C)

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

Total price at consignee site

(A) In foreign currency: Column (4xA) _____ (in figures and words) plus

(B) In Indian Rupees: Column (4xB) _____ (in figures and words)

(C) In Indian Rupees: Indian Agent Commission Column(4XC)

Note: -

- 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.
- The bidders breakup of prices under various columns are for comparison of prices up to delivery of goods at consignee’s site for tender evaluation.
- 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.
- 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.
- The price 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. .

Place: _____
Address _____

Name _____
Business _____

Date: _____

Signature & Seal of the tenderer