

AMENDMENT No.2

Dated: 03.05.2014

Ref: 1. Tender Enquiry No.: HLL/PCD/KfW/01/2013-14 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:

- 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 (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 60 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. 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)*
- e. *All DG sets will be installed on ground floor only.*
- f. *For installation of DG sets, Armoured PVC sheathed Aluminium cable and its necessary laying and termination shall be done by the supplier. For 3 phase DG sets 3.5mm sq. or higher core cable shall be used. Total length of cable shall be within 40 meters.*

B. TECHNICAL POINTS:

1. Walk-in-Cooler:

a. Clause no. 3.2.1 – Panels.

Existing Clause:

Wall and roof panel skins must be made from either:

- Stainless steel.
- Zinc coated steel sheet with a corrosion-resistant plastics coating.

Read As:

Wall and roof panel skins must be made from :

- Stainless steel Grade 304

b. Clause no. 3.4.2 – Floor:

Existing Clause:

2nd layer: of specified insulation as specified in para 3.3 of suitable thickness to meet the requirement of specified performance parameter of minimum 8 hrs hold over time. for example

- Extruded polystyrene slabs laid with the joints staggered to achieve a ‘U’ value of 0.17 W/m.K or better.
- 250 micron polythene vapor barrier.

Reinforced granolithic concrete topping trowel led smooth.

Read As:

2nd layer: of specified insulation as specified in para 3.3 of suitable thickness.

- *Extruded polystyrene slabs laid with the joints staggered to achieve a 'U' value of 0.17 W/m.K or better.*
- *250 micron polythene vapour barrier.*
- *Reinforced granolithic concrete topping trowel led smooth.*

c. Clause No. 3.4.5- Floor

Existing:

Concrete floors must be designed and constructed to allow for level entry to the cold room or freezer room. Shallow ramped access is acceptable for panel-based floors

Read As:

Concrete floors must be designed entry to the cold room with shallow ramped access for panel-based floors

d. Clause 3.5.1 –Door:

Existing:

The door should have:

Heavy duty lock - lockable with 100% fail-safe provision for opening from inside.

Read As:

The door should have:

- i) Heavy duty lock - lockable with 100% fail-safe provision for opening from inside.*
- ii) The door should be self closing type*

e. Clause 3.7.2 – Refrigeration System:

Existing clause:

12,000 BTU cooling capacity for 16.5 to 20 Cubic Meters WIC model with suitable compressor and 18,000 BTU cooling capacity for 32 and 40 Cubic meter WIC models with suitable compressor.

Read As:

The refrigeration system should have 3.5 to 4 KW compressor for 16.5 cum to 20 cum Walk-in-Coolers and 5.5 to 6.0 KW compressor for 32 to 40 Cum Walk-in-cooler.

f. Clause 4.2.1- Temperature Monitoring:

Existing Clause:

Provide a state-of-the-art temperature recording system : for example • _A programmable electronic temperature and event logger system with auto-dialler complying with PQS E006/TR03 linked to the alarm system.

Read As:

Provide a digital temperature recording system with display controlling indicating logging facility : for example • _A programmable electronic temperature and event data logger system with minimum 10000 data storage capacity, auto-dialler complying with PQS E006/TR03 linked to the alarm system.

g. Clause no. 4.3.4 – Alarm and Buzzer:

Existing Clause:

Buzzer system : Visual indicator along with buzzer alarm system should be provided to alert the user in the following events :

- (a) Power failure alarm
- (b) High pressure (dirty condenser) alarm
- (c) Open door alarm
- (d) Dirty evaporator alarm
- (e) Probe failure alarm

Read As:

Buzzer system : Visual indicator along with buzzer alarm system should be provided to alert the user in the following events :

- (f) Power failure alarm***
- (g) High pressure (dirty condenser) alarm***
- (h) Open door alarm***
- (i) Probe failure alarm***

h. Clause no. 9.1- Installation

Existing:

Complete installation, testing and commissioning is to be done by the supplier inclusive of:

- (a) Installation of stabilizer,
- (b) Drainage system
- (c) Assembly of the panels
- (d) Refrigerator units,
- (e) Data logger
- (f) Adequate smoke evacuation system,
- (g) Generator, including all civil, electrical and
- (h) All other related work required for installation as per WHO PQS and guidelines.
- (ii) Separate earthing must be provided respectively for Genset and WIC

Read As:

Complete installation, testing and commissioning is to be done by the supplier based on a comprehensive checklist for cold room, stabilizer and Generator. The check list will be provided to the supplier along with the NOA. The installation should include:

- (a) *Installation of stabilizer,*
- (b) *Drainage system*
- (c) *Assembly of the panels*
- (d) *Refrigerator units,*
- (e) *Data logger*
- (f) *Adequate smoke evacuation system,*
- (g) *Generator, including all civil, electrical and*
- (h) *All other related work required for installation as per WHO PQS and guidelines.*
- (ii) *Separate earthing must be provided respectively for Genset and WIC*

2. Walk-in-Freezer

a. Clause no. 3.2.1 – Panels.

Existing Clause:

Wall and roof panel skins must be made from either:

- *Stainless steel.*
- *Zinc coated steel sheet with a corrosion-resistant plastics coating.*

Read As:

Wall and roof panel skins must be made from :

- *Stainless steel Grade 304*

b. Clause no. 3.4.2 – Floor:

Existing Clause:

2nd layer: of specified insulation as specified in para 3.3 of suitable thickness to meet the requirement of specified performance parameter of minimum 8 hrs hold over time. for example

- *Extruded polystyrene slabs laid with the joints staggered to achieve a ‘U’ value of 0.17 W/m.K or better.*
- *250 micron polythene vapor barrier.*

Reinforced granolithic concrete topping trowel led smooth.

Read As:

2nd layer: of specified insulation as specified in para 3.3 of suitable thickness.

- *Extruded polystyrene slabs laid with the joints staggered to achieve a ‘U’ value of 0.17 W/m.K or better.*
- *250 micron polythene vapour barrier.*
- *Reinforced granolithic concrete topping trowel led smooth.*

c. Clause No. 3.4.5- Floor

Existing:

Concrete floors must be designed and constructed to allow for level entry to the cold room or freezer room. Shallow ramped access is acceptable for panel-based floors

Read As:

Concrete floors must be designed entry to the cold room with shallow ramped access for panel-based floors

d. Clause 3.5.1 –Door:

Existing:

The door should have:

Heavy duty lock - lockable with 100% fail-safe provision for opening from inside.

Read As:

The door should have:

i) Heavy duty lock - lockable with 100% fail-safe provision for opening from inside.

ii) The door should be self closing type

e. Clause 3.7.2 – Refrigeration System:

Existing clause:

12,000 BTU cooling capacity for 16.5 to 20 Cubic Meters WIC model with suitable compressor and 18,000 BTU cooling capacity for 32 and 40 Cubic meter WIC models with suitable compressor.

Read As:

The refrigeration system should have 3.5 to 4 KW compressor for 16.5 cum to 20 cum Walk-in-Freezers and 5.5 to 6.0 KW compressor for 32 to 40 Cum Walk-in-Freezers.

f. Clause 4.2.1- Temperature Monitoring:

Existing Clause:

Provide a state-of-the-art temperature recording system : for example • _A programmable electronic temperature and event logger system with auto-dialler complying with PQS E006/TR03 linked to the alarm system.

Read As:

Provide a digital temperature recording system with display controlling indicating logging facility : for example • _A programmable electronic temperature and event data logger system with minimum 10000 data storage capacity, auto-dialler complying with PQS E006/TR03 linked to the alarm system.

i. Clause no. 4.3.4 – Alarm and Buzzer:

Existing Clause:

Buzzer system : Visual indicator along with buzzer alarm system should be provided to alert the user in the following events :

- (a) Power failure alarm
- (b) High pressure (dirty condenser) alarm
- (c) Open door alarm
- (d) Dirty evaporator alarm
- (e) Probe failure alarm

Read As:

Buzzer system : Visual indicator along with buzzer alarm system should be provided to alert the user in the following events :

- (a) Power failure alarm*
- (b) High pressure (dirty condenser) alarm*
- (c) Open door alarm*
- (d) Probe failure alarm*

j. Clause no. 9.1- Installation

Existing:

Complete installation, testing and commissioning is to be done by the supplier inclusive of:

- (a) Installation of stabilizer,
- (b) Drainage system
- (c) Assembly of the panels
- (d) Refrigerator units,
- (e) Data logger
- (f) Adequate smoke evacuation system,
- (g) Generator, including all civil, electrical and
- (h) All other related work required for installation as per WHO PQS and guidelines.
- (ii) Separate earthing must be provided respectively for Genset and WIF

Read As:

Complete installation, testing and commissioning is to be done by the supplier based on a comprehensive checklist for cold room, stabilizer and Generator. The check list will be provided to the supplier along with the NOA. The installation should include:

- (a) Installation of stabilizer,*
- (b) Drainage system*
- (c) Assembly of the panels*
- (d) Refrigerator units,*
- (e) Data logger*
- (f) Adequate smoke evacuation system,*
- (g) Generator, including all civil, electrical and*
- (h) All other related work required for installation as per WHO PQS and guidelines.*
- (ii) Separate earthing must be provided respectively for Genset and WIF*

3. 15 KVA DG sets:

- (a) Clause 3.1.1 – Alternator**

Existing Clause:

The Alternator shall be self excited and self regulated of specified KVA rating in single/three phase at 240/415 Volt, 50 Hz, 1500 RPM and 0.8 power factor and shall conform to IS:13364 (Part 1):1992(reaffirmed 2003) (up to 20 KVA) (above 20 KVA). The alternators shall be of brush less type with VG-1 Grade or better grade of voltage regulation.

Read As:

The Alternator shall be self excited and self regulated of specified KVA rating in three phase at 240/415 Volt, 50 Hz, 1500 RPM and 0.8 power factor and shall conform to IS:13364 (Part 1):1992(reaffirmed 2003) (up to 20 KVA) (above 20 KVA). The alternators shall be of brush less type with VG-1 Grade or better grade of voltage regulation.

(b) Clause 3.1.2 – Alternator

Existing Clause:

The alternators shall be screen-protected drip proof with Minimum IP-21 degree of protection as per IS:4691/85. The class of insulation of the Alternator would be 'H'. The rated voltage of Alternator will be single phase & 415 V for three phase.

Read As:

The alternators shall be screen-protected drip proof with Minimum IP-21 degree of protection as per IS:4691/85. The class of insulation of the Alternator would be 'H'. The rated voltage of Alternator will be 415 V.

(c) Clause 3.2.4.1- Diesel tank

Existing clause:

3.2.1.1 Fuel tank with capacity for 72 hours continuous running at full load.

Read As:

3.2.1.1 Fuel tank with capacity of 50 liters storage capacity.

(d) Clause 4- Control Panel:

Existing Clause:

4.1 The manual Control Panel shall be fabricated from steel sheet of 1.5 mm thickness minimum duly pre-treated and aesthetically finished.

4.2 The Control Panel shall be totally enclosed, dust and vermin proof, floor mounted or wall mounted/skid mounted or integral type (unless specifically specified as one of

these options by DDOs) with IP-53 degree of protection and shall conform to IS/IEC60947 (Pt-1)/2004. Firms shall get the item type tested as per revised standard.

- 4.3 The Control Panel shall have the following instruments :
 - 4.3.1 Composite meter for digital display of Generator voltage.
 - 4.3.2 Load Current.
 - 4.3.3 Power Factor.
 - 4.3.4 Frequency
 - 4.3.5 Energy
- 4.4 One MCCB of suitable rating for DG sets.
- 4.5 Push button-switch for ON and OFF operation.
- 4.6 Pilot lamps, five numbers in case of three phase (one for each phase, one for load on set and one for charging on).
- 4.7 Battery charger complete with voltage regulator, voltmeter and ammeter should provide for Trickle charging as well as Booster charging for charging the battery from mains. This will be in addition to the battery charging alternator fitted on the engine.
- 4.8 All the components in the control panel shall be properly mounted, duly wired and labeled.
- 4.9 Suitable terminals are to be provided for panel incoming and outgoing connections.
- 4.10 The instruments/Components shall be of reputed make.

Read As:

4. AMF Control Panel :

4.1 Automatic mains failure (AMF) control panel, shall start up the DG set and take the load in case of the mains failure without requiring any human intervention.

4.2 Similarly on return of mains supply, the AMF control unit shall transfer the load back to mains supply and switch off the DG set automatically.

4.3 The AMF panel shall be enclosure with the IP-5 3degree of protection confirming to IS/IEC 60947 (Pt-1)/2004, fabricated from minimum 1.5 mm thick steel sheet duly pre-treated and aesthetically finished.

4.4 The AMF Control Panel shall have the following components :

4.4.1 Microprocessor based relay with composite meter for digital display / components

***:
4.4.1.1 Generator voltage/AC Mains voltage.***

- 4.4.1.2 *Generator Current.*
- 4.4.1.3 *Power Factor.*
- 4.4.1.4 *Frequency*
- 4.4.1.5 *Energy*
- 4.4.1.6 *Three attempts engine start/engine cranking relay.*
- 4.4.1.7 *On -delay timer for load change over*
- 4.4.1.8 *On-delay timer for engine shut off*
- 4.4.1.9 *Over current relay.*
- 4.4.1.10 *Mode selectors witch for setting the panel on any one position such as off or auto or manual or test.*
- 4.4.1.11 *Engine On-Off switch (Push button type)*
- 4.4.1.12 *MCCB of suitable rating shall be provided.*
- 4.4.1.13 *Rectangular aluminium bus bars (one number for each phase, neutral and Earthing terminal)of adequate ratings duly colour coded with heat shrinkable PVC sleeves.*
- 4.4.1.14 *Two contactors of suitable rating (one for DG set & one for AC mains) with over load relay.*
- 4.4.1.15 *Under-voltage relay for mains.*
- 4.4.1.16 *Battery charger complete with voltage regulator, float or booster selector switch, on-off switch, voltmeter and ammeter for charging the battery from mains. (This will be in addition to the battery charging alternator fitted on the engine).*

5 *Consignee is responsible for any electrical approval of the Site.*

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