

Amendment No: 2 Issued on dated 26/12/2014

Ref: 1) Tender Enquiry No: HLL/PCD/MCD-05/14-15/BTI dated 24.11.2014
2) Pre-Bid conference held on 01/12/2014 at HLL Lifecare Ltd., B-14A, Sector-62, Noida

The following amendments are hereby made to the above referred tender enquiry document(TED).

SECTION- I: INVITATION FOR BIDS (IFB)
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1. Clause No : 1

ORIGINALLY READ AS:-

South Delhi Municipal Corporation(SDMC) and North Delhi Municipal Corporation (NDMC), intends to finalize rate and agency for the products.....

AMENDED TO READ AS:-

South Delhi Municipal Corporation(SDMC) and North Delhi Municipal Corporation (NDMC), intends to finalize rate and **Supplier** for the products.....

2. Clause No : 2

ORIGINALLY READ AS:-

(d) Last date for sale of bidding document	:	23.12.2014
(e) Last date and time (IST) for receipt of bids	:	14.00 Hrs on 24.12.2014
(f) Time (IST) and date of opening of bids	:	14.30 Hrs on 24.12.2014

AMENDED TO READ AS:-

(d) Last date for sale of bidding document	:	16.01.2015
(e) Last date and time (IST) for receipt of bids	:	14.00 Hrs on 17.01.2015
(f) Time (IST) and date of opening of bids	:	14.30 Hrs on 17.01.2015

SECTION- II INSTRUCTIONS TO BIDDERS (ITB)
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3. Introduction sentence.

ORIGINALLY READ AS:-

This bid documents should be read in conjunction with the Press Tender Notice/IFB No. HLL/PCD/MCD-03/14-15 dated 24.11.2014 and all clauses to be read in conjunction with any other.....

AMENDED TO READ AS:-

This bid documents should be read in conjunction with the Press Tender Notice/IFB No. HLL/PCD/MCD-04/14-15 dated 24.11.2014 and all clauses to be read in conjunction with any other.....

4. Clause 1.3: COST OF BIDDING:

ORIGINALLY READ AS:-

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and HLL LIFECARE LIMITED (HLL) (Procurement Agent) for and on behalf of SDMC & NDMC, hereinafter referred to as “The Purchaser” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

AMENDED TO READ AS:-

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and **HLL LIFECARE LIMITED (HLL) (Procurement Agent) and SDMC & NDMC**, hereinafter referred to as “The Purchaser” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5. Clause 5(a) (xi):

ORIGINALLY READ AS:-

The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/ capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/ present commitments. The bidder shall also furnish details of goods/ stores and quality control in the enclosed proforma “B”.

AMENDED TO READ AS:-

The bidder shall furnish a brief write-up, packed with adequate data explaining and establishing **their and their principal's** available capacity/ capability (both technical and financial) to perform the contract (if awarded) within the stipulated time period, after meeting all its current/ present commitments. The bidder shall also furnish details of goods/ stores and quality control in the enclosed Proforma "B" for both the bidder and principal/principal manufacture (as may be applicable) duly signed respectively.

6. Clause 5(a) (xix):

ORIGINALLY READ AS:-

The bidder must certify that the rates quoted by them shall be fixed for the duration of the contract and shall not be subject to the adjustment on any account.

AMENDED TO READ AS:-

The bidder must certify that the rates quoted by them shall be fixed for the duration of the contract and shall not be subject to the adjustment **except for exemption specified at Clause 6.1(f) of ITB.**

7. Added:

Clause 6.1(f): Additional information and instruction on Duties and Taxes:

(i) If the Bidder quotes a price inclusive excise duty, sales tax/ VAT etc. and also desires to be reimbursed for variation during the contract period, if any, as a result of statutory variation in above duty and taxes, 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.

(ii) Excise Duty:

a) If a Bidder quotes a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of rate contract/ 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 bid.

b) Subject to sub clauses 6.1(f)(ii)(a) 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.

(iii) Sales Tax:

If a Bidder quotes a price inclusive of sales tax/ VAT and also desires to be reimbursed for variation, if any, in the sales tax/ VAT during the time of rate contract/ supply, the bidder must clearly indicate the rate, quantum and nature of sales tax applicable and included in its price, separately. Failure to indicate all such details in clear terms may result in rejection of that bid.

The sales tax / VAT 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 / VAT, and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

8. Clause 15.1(a):

ORIGINALLY READ AS:-

The Purchaser will open the attendance. The Bidder's representatives shall furnish letter of Authority from their principals to attend the Bid opening.

AMENDED TO READ AS:-

The Purchaser will open the attendance. The Bidder's representatives shall furnish letter of Authority from **the competent authority of Bidder's company** to attend the Bid opening.

9. Clause 17.4.1 (xiii):

ORIGINALLY READ AS:-

Deleted.

AMENDED TO READ AS:-

Solvency Certificate for the required amount as specified at 5.a(xvii) of ITB.

SECTION- VIII PROFORMA- SAMPLE FORMS

10. PROFORMA “B”

ORIGINALLY READ AS:-

Proforma for goods/ stores and quality control employed by the manufacturer(s)

IFB No.

Date of opening

Time

Name and address of the bidder:

Note: All the following details shall relate to the manufacturer(s) for the goods/ store quoted for.

01 Name of the manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods/ stores quoted for

- a. normal
- b. maximum

05 Total annual turn-over(value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a. type test
- b. BIS/ISO certification
- c. any other

08 Details of staff

- a. technical

- b. skilled
- c. unskilled

Signature and seal of the bidder

AMENDED TO READ AS:-

Proforma for goods/ stores and quality control employed by the Indian manufacturer(s)

IFB No.

Date of opening

Time

Name and address of the bidder:

Note: All the following details shall relate to the **Indian** manufacturer(s) for the goods/ store quoted for.

01 Name of the **Indian** manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods/ stores quoted for

- a. normal
- b. maximum

05 Total annual turn-over(value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a. type test
- b. BIS/ISO certification
- c. any other

08 Details of staff

- a. technical
- b. skilled
- c. unskilled

Signature and seal of the bidder

Proforma for goods/ stores and quality control employed by the Principal Manufacturer abroad

IFB No.

Date of opening

Time

Name and address of the bidder:

Note: All the following details shall relate to the **Principal Manufacturer abroad** for the goods/ store quoted for.

01 Name of the **Principal Manufacturer abroad**

- a. full correspondence address
- b. full address of the premises
- c. telephone number
- d. Email address
- e. Website address
- f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods/ stores quoted for

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a. type test
- b. ISO certification
- c. any other

08 Details of staff

- a. technical
- b. skilled
- c. unskilled

Signature and seal of the bidder

**11. PRICIPAL MANUFACTURER’S CERTIFICATE
FORM-I**

The format is hereby replaced as below:-

**PRINCIPAL MANUFACTURER’S CERTIFICATE
FORM-I**

No. _____ dated _____

To
The HEAD (P & CD)
HLL Lifecare Ltd
B-14A, Sector – 62, Noida –201 307
Ph : 0120 – 4071500,
Fax: 0120 – 4071513

Dear Sir,
Reference: IFB No.

We, M/s hereby declare that we are the licensed manufacturer of tendered goods(mention name of the product offered in tender)

This product (product offered in the tender) is manufactured by:

- Name of the Manufacturing Company :
- Manufacturing address of the Principal manufacturer of the product offered in this tender, along with contact no, email etc. :

We further certify that M/s.....(Bidder’s name)... is authorized importer for the offered goods in this tender in India against CIB registration No..... We confirm that we will supply the tendered goods to the bidders in case order is placed on them from the above name and address.

We hereby extend our full guarantee and warranty as per clause 25 of the General Conditions of Contract for the Goods/ stores and Services offered by the above Bidder against this IFB.

Yours faithfully,
(Name)
(Name of Manufacturer)

Note:

- (i) This certificate should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid. The Power of

Attorney/ Board Resolution and authorization letter both should be submitted along with the bid.

(ii) Original Letter may be submitted.

**12. MANUFACTURER'S AUTHORISATION
FORM-II**

This format is hereby replaced as below:-

**MANUFACTURER'S AUTHORISATION FOR AGENT
FORM-II**

No. _____ dated _____

To
The HEAD (P & CD)
HLL Lifecare Ltd
B-14A, Sector – 62, Noida –201 307
Ph : 0120 – 4071500, Fax: 0120 – 4071579

Dear Sir,

Reference: IFB No.

We, M/s hereby declare that we are the licensed manufacturer of tendered goods(mention name of the product offered in tender)

This product (product offered in the tender) is manufactured by:

- Name of the Manufacturing Company :
- Manufacturing address of the product offered :
- in this tender, along with contact no, email etc.

We further certify that M/s.....(mention bidder's name)... is our authorized agent for the offered goods in the tender in India against their CIB registration No.....

No company or firm or individual other than M/s..... are authorized to bid, and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guarantee and warranty as per clause 25 of the General Conditions of Contract for the Goods/ stores and Services offered by the above Bidder against this IFB.

We also hereby confirm that we shall supply tendered goods to our authorized agent in case order is placed on them and we would be responsible for the satisfactory execution of contract placed on the authorized agent.

We also confirm that the unit price quoted by our agent shall not be more than that which we would have quoted directly.

Yours faithfully,
(Name)
(Name of Manufacturer)

Note:

- (i) This letter of authorization should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid. The Power of Attorney/ Board Resolution and authorization letter both should be submitted along with the bid.**
- (ii) Original Letter may be submitted**

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