

**Minutes of Pre-Bid meeting held on 17th March'2017**

**Recommendation by the committee after examination of the representations received w.r.t. various conditions of Tender Enquiry Document (TED) for Procurement of Insecticide/ Larvicide against the indent received from SDMC, EDMC& NDMC.**

**Amendment No. 2**

Date: 31-03-2017

Sub: Amendment to Tender Enquiry Document

Ref: e-Bid Enquiry No.: HLL/PCD/e-MCD-02/16-17 dated 28.02.2017 read with amendment no.1 dated 28.03.2017

The due date & time of closing of online tenders, submission of physical tender fee & EMD and opening of Online tenders against the referred tender are rescheduled to **17-04-2017 at 06:00 PM, 18-04-2017 at 02:00 PM and 18-04-2017 at 02:30 PM** respectively.

Sl. No.	TED Ref. /Clause	Clause Details as per Tender Document	Points/ queries raised by Likely Bidders	Reply/Clarification by HLL
1	ITB 6.1 F	Additional Information and instruction on duties and Taxes	<p><b>M/s Biotech International Ltd.:</b>  <b>Query/Suggestion:</b>  <u>Instruction to Bidders (ITB)</u>            6. The Goods and Service Taxes (GST) is likely to be introduced w.e.f. 1st July, 2017. The current Tender is for rate contract of one year. At the time of supply of goods/stores, GST may be applicable. Hence, you are requested to kindly amend the Clause 6.1(f) on page 8 accordingly. The effect of this amendment may please be given in the relevant clauses through the entire Tender where Prices/Rates/Duties/Taxes are referred.</p>	<p>The bidders are requested to quote their prices strictly as per the price schedule given under Section VIII of the TED indicating clearly Ex-factory/Ex warehouse/Ex showroom/ off- the shelf price, Excise Duty,if any, sales Tax payable , Inland transportation, insurance &amp; other local costs incidental to delivery &amp; Total price for each unit. As and when GST is applicable during the supply the ED &amp; ST shall be replaced by the GST percentage and the total unit price for each unit shall be arrived. Since it is a statutory liability it will be worked out as per the prevailing rules at that time.</p>

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2	Section VI	<p><b>Technical Specification:</b>  <b>Clause 2.0-</b> The product should be registered with Central Insecticide Board (CIB) and the registration should be valid as on the date of tender opening. Regarding source of Technical material the bidder shall prove with documents in compliance to CIB&amp;RC notice No. F.No.11-1/2012-CIR-II dated 23.04.2015 &amp; F.No.6-FI/9(3)/2007-CIR.II dated 16.08.2016.</p>	<p><b>M/s Biotech International Ltd.:</b>  <b>Query/Suggestion:</b></p> <p>21. In Para 2, CIB &amp; RC notice as mentioned in the clause may please be suitably modified stating "if applicable" since this circular is only applicable for the Certificate of registration issued by CIB &amp; RC under Section 9(4) of Insecticide Act, 1968 and amendment thereof. In our case the source is already declared on our Certificate of Registration issued by CIB &amp; RC under Section 9(3) of the Insecticide Ac 968 and amendment thereof.</p> <p><b>M/s Sumitomo Chemical India Pvt Ltd:</b>  <b>Query/Suggestion:</b></p> <p>Request you to amend the same as this is not applicable to our Product i.e. Vectobac 12 AS (Bti AS).</p> <p><b>M/s Killpest India Limited:</b>  <b>Query/Suggestion:</b></p> <p>In this regard, we would like to inform you that i) Circular dated 16-Aug-2016 is applicable a) when the formulation material is imported? b) when formulation is done using Technical material imported. We are not in above category, as we use indigenous Technical material for formulations, hence this circular is not applicable to us. ii) As per CIB Circular dated 23-04-2015, please note that we shall submit documents i.e. Affidavits from Indigenous Technical Manufacturers, giving commitment to supply the indigenously manufactured Technical material. Please confirm your acceptance of the same.</p>	<p><b>No change. Comply as per TED.</b></p> <p><b>No change. Comply as per TED.</b></p> <p><b>No change. Comply as per TED.</b></p>

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3	Section VI	<p><b>Technical Specification:</b>  <b>Clause 6.0-</b> Shelf life :The shelf life of the product shall be 2 years as per CIB certificate. Available shelf life at the time of supply should be 5/6th of CIBapproved shelf life.</p>	<p><b>M/s Biotech International Ltd.:</b>  <b>Query/Suggestion:</b></p> <p>22. Shelf life of the product may be minimum 5/6th. The word "minimum" may please be added.</p> <p><b>M/s Ajay Bio-tech (India) Ltd.:</b>  <b>Query/Suggestion:</b></p> <p>Our appeal:- CIB had granted us one year shelf life. TAC under ministry of Health and Family welfare of India had approved our product for inclusion to use under national programme . NVBDCP has issued a letter in accordance to that. In the tender document it is observed that the quantity is to be purchased for one year as it is rate contract for one year. It signifies that the purchase will be made twice or thrice in the stipulated year. W can assure you under" affidavit declaration" that we can supply and meet the schedule of distribution since supplies to be made in 10 days time. Hence, there will not be any chance that product procured will face product expiry problem. Moreover, it is indigenously manufactured product and if at all some quantity is left with the end users being near to expiry, we shall replace the same quantity at our cost. Hence, we request you to kindly incorporate the shelf life as per CIB registration certificate given to the company.  Further, It will not be out of mention here that the quantity mentioned in the tender documents may be revised/amended as per dosages mentioned in the CIB registration certificate and TAC approval issued on us.</p>	<p><b>Section VI-Technical Specification. SI no. 1 Point No.6 Amended as given below.</b></p> <p><b>Shelf life : The shelf life of the product shall be 2 years as per CIB certificate. Available shelf life at the time of supply should be minimum 5/6th of CIB approved shelf life.</b></p> <p><b>The quantity of Bti(WP)/Bti(AS) was as per the indent received from SDMC/EDMC/NDMC.</b></p>
4	Section X	<p><b>Checklist</b></p>	<p><b>M/s Biotech International Ltd.:</b>  <b>Query/Suggestion:</b></p> <p>26. On page 66, SI.No. 1 and SI.No. 3(a) the word "unless exempted" should be added.</p>	<p><b>Page 66 Section X Check List amended as given below:</b>  <b>SI No.1. Have you enclosed Bid fee of required amount as mentioned in Ifeb? Unless exempted.</b></p>

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			27. Activity 32 should be added on page 67 to state. - Have you submitted Test Protocol for the quoted product ?.	<p><b>SINo.3(a) Have you enclosed EMD of required amount for the quoted schedules? Unless exempted.</b></p> <p><b>No change. Comply as per TED.</b></p>
5	Section VII	<p><b>Qualification Criteria</b>  <b>Clause 3.0:</b> The bidder must have received and successfully executed the supply order in India to the extent of minimum 25% of the approximate required quantity of Bacillus thuringiensisvarisraelensis (Bti)(AS) or Bacillus thuringiensisvarisraelensis (Bti)(WP), Temephos EC 50%, Temephos Gr 1%, Alphacypermethrin5% (Synthetic Pyrethroid) or its equivalent, Cyphenothrin 5% EC{as detailed in Technical Specifications (Section VI)} indicated in Schedule of Requirements (Section V) in any one year during the last three years prior to the date of Bid opening viz. 31.03.2017 (first year from 30.03.2017 to 29.03.2016, 2nd year from 30.03.2016 to 29.03.2015 and 3rd year from 30.03.2015 to 29.03.2014). In support of</p>	<p><b>M/s Biotech International Ltd.:</b>  <b>Query/Suggestion:</b></p> <p>23. On Page 44, in Para 3, it may please be noted that the performance has to be given for minimum of 25% only for the quoted product and not for all products.  24. On page 45, the word "or its equivalent" may please be deleted.</p> <p><b>M/s Ajay Bio-tech (India) Ltd.:</b>  <b>Query/Suggestion:</b></p> <p>Our appeal:- Sir, as we are a new entrant and will participate first time in this tender and we have received the requisite TAC approval recently (year 2017) , the product is introduced in the programme by NVBDCP .Hence the clause of 25 % of the approximate required quantity for the last three years may be considered for removal. To confirm and access our production capacity and financial capacity a visit to our state- of- the art plant at Pune can be made by your team to ascertain further our capability to supply the tendered quantity</p>	<p><b>Page No.44 Section VII Qualification Criteria (QC)</b>  <b>Clause 3 the performance has to be given for minimum 25% only for the product quoted by the bidder and not for all products.</b></p> <p><b>No change. Comply as per TED.</b></p>

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		this, data on past performance should be submitted as per proforma in Section VIII. Supplies made to Whole Sale stockiest, Distributors, Own Agents, Sister Company will not be considered for counting 25% performance unless it reaches the end user, for which the performance certificate should be submitted as per the format provided at Section-VIII, Format A).		
6	Section VIII	<b>Proforma-Sample Forms-Proforma "B":</b> <b>Point 01/b:</b> full address of the premises	<b>M/s Biotech International Ltd.:</b> <b>Query/Suggestion:</b>  25. On page 54 & 55 in Sl.No. 1(b), the sentence may please be modified to read as - full address of the manufacturing premises and factory.	<b>Proforma on page 54 &amp; 55 point number 1(b) should read as full address of the manufacturing premises.</b>
7	Section V	<b>Schedule of Requirements (SOR)</b>	<b>M/s Biotech International Ltd.:</b> <b>Query/Suggestion:</b>  19. We understand but please confirm that the approximated required quantity that have been mentioned in the SOR on page 31 are minimum quantities to be purchased under the present Rate Contract.  20. The amount of Bid Security and Performance Bank Guarantee may please be reduced from 5% to 2% keeping in view we are a SSI unit under MSME Act.	<b>The quantities mentioned in the SOR on page 31 are as per the Indent received from SDMC/EDMC/NDMC.</b>  <b>No change. Comply as per TED.</b>

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			<p><b>M/s Sumitomo Chemical India Pvt Ltd:</b>  <b>Query/Suggestion:</b>            The delivery period is too short. Request you to increase the delivery period.</p> <p>Is the clause "The product should be approved by NVBDCP for use as Insecticide/larvicide" applicable for all the products/items in the above mentioned e-Bid?</p>	<p>Amended as given below.            Page 31, Schedule of Requirements (SOR) Point No. 3)  <b>Delivery period-</b>            (a) The contractor/supplier shall order the goods/stores mentioned above for inspection within 20 days from the date of issue of supply order.            (b) The contractor/supplier shall deliver the inspected and acceptable Goods/ stores within 10 days from the date of issue of inspection note.</p> <p>The clause " The product should be approved by NVBDCP for use as Insecticide/Larvicide is applicable for all the products/items in the subject e-bid.</p>
8	Others		<p><b>M/s Bharat Mineral and Chemical Industries:</b>  <b>Query/Suggestion:</b></p> <p>Please refer Page 6 Clause 5 of the bid document-            a Photocopy of the documents are to be notarized ?            b Do we have to submit the CA certificate in ORIGINAL or a photocopy will suffice?            2. Please refer Clause 8 at page 21 and Note 1 at Page 31 of the bid document-            a) CLARIFICATION regarding PACKING REQUIRED in the enquiry no. HLL/PCD/MCD-02/16-17.            (i) As per technical specifications on page 31 (Note 1) of the bid document &amp; page 40 of the bid document packing required is not clarified for Alphacypermethrin 5% WP.            Thus, please clarify if the packing required is in CFB Boxes or in Drums and MUST it be approved by the CENTRAL INSECTICIDES BOARD &amp; REGISTRATION COMMITTEE?</p>	<p>Photocopy of the documents are to be either notarized or attested by a Gazetted officer.</p> <p>Copy of CA certificate duly notarized or attested by a Gazetted officer shall be submitted.</p> <p>Packing shall be as per the Technical specification and as approved by CIB&amp;RC.</p> <p>Packing shall be in 25 Kg MS drums.</p>

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			<p><b>M/s Biotech International Ltd.:</b>  <b>Query/Suggestion:</b></p> <p>1. The particulars of the Tender have been mentioned in the Tender Document as follows:  (a) Tender No. HLL/PCD/MCD-02/16-17 on cover page.  (b) e-Bid Enquiry No. HLL/PCD/e-MCD-02/16-17 dt. 28.02.2017 in Section I on page 1.  (c) Press Notice/IFeB No. HLL/PCD/e-MCD-02/16-17 dt. 28.02.2017 in ITB on page 5.  Proforma B on pages 54 &amp; 55, Principal Manufacturer's Certificate Form-I on page 58 and Manufacturer's Authorisation Form-II on page 59 require to specify IFB No., whereas Bid Form on page 47, Certificate on page 62 and Undertaking on page 63 require to specify IFeB No. Please specify what No. has to be mentioned against each of the above requirements.</p> <p><u>IFeB</u></p> <p>2. On page 1 of para 2 of the Tender Document, it mentions "rate and agency". In para 1 of the same page it mentions "rate and supplier". This may please be noted t "rate and agency" is not defined anywhere in the Tender Document and maybe 'changed to "rate and supplier" of the product.</p> <p><u>INSTRUCTIONS TO BIDDERS (ITB)</u></p> <p>3. HLL is referred as "Procurement Agent" on page 5 whereas on page 18 HLL is referred as "Procurement Consultant". You are requested to kindly clarify the same and make necessary changes in the Tender Document.  In the entire Tender, it is mentioned that we have to submit all documents to the Purchaser and seek clarifications from the Purchaser. The Purchaser is defined in the Tender refers to SDMC,</p>	<p><b>Wherever Tender No./e-bid enquiry No/Press Notice/IFeBNo.is to be mentioned in the bid , the bidder shall mention the e-Bid Enquiry No. HLL/PCD/e-MCD-02/16-17 dated 28.02.2017.</b></p> <p><b>Wherever "rate and agency" is mentioned in the tender it should read as "rate and supplier."</b></p> <p><b>Wherever "Procurement Agent" is mentioned in the tender it should read as "Procurement Consultant".</b></p> <p><b>It is clarified that all the documents shall be submitted to HLL, the procurement consultant and clarifications shall be sought by the procurement consultant .</b></p>

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			<p>NDMC &amp; EDMC on page 18. However, we as a Bidder have nothing to do with the Purchaser, hence, the final authority of the Bid is HLL — Procurement Consultant. Necessary amendment in the definitions on page 18 of the GCC may please be made.</p> <p>4. The Tender has to be submitted electronically by e-Bid. We would request you to make suitable amendment on your website so that Technical Bid submitted by the Bidder may be viewable to all Bidders in that particular category, after Bid opening.</p> <p>5. On page 7, it is critical that the Bidders submit Test Protocol of the quoted product. Since, BTI do not have any Standard specified by BIS, IS. In the absence of these, all BTI products are tested as per ICMR/NIMR uniform protocol for evaluation of bioassay of biolarvicides. This may please be added in the C Folder on your e-Bid Module, if required, This may also be added on page 8 as Clause 5, (a)(xxi).</p> <p>7. On page 9, Clause 6.1(e) and on page 11, Clause 9, we as a NSIC Company registered with MSME Act, we request for all benefits as per MSME Act and NSIC accorded to our Company specially:  - issue of Tender Document free of cost;  - Exemption from payment of EMD; and P preference.</p> <p>8. On Clause 16 on page 13 it is imperative that any clarification asked after submission of Bid cannot form part of the Bidder's document and any clarifications sought and submitted can only be treated as an additional document. If any clarifications are asked after the Bid is submitted, those clarifications should be uploaded on the website alongwith the reply to maintain transparency and this documents as submitted, additionally, cannot form part of the evaluation process of such Bidding document.  It is very critical since every query sought and clarifications submitted may have far reaching effects on that particular Bid submitted and minor informality can be, a major non-conformity of Tender Conditions which would lead to disqualification of that particular Bidder.</p>	<p><b>Presently this facility is not available in HLL e-tender portal.</b></p> <p><b>No change .Comply as per TED.</b></p> <p><b>Rules as applicable in MSME Act shall prevail.</b></p> <p><b>No change. Comply as per TED.</b></p>



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			<p>9. Pre-Bid queries as raised by the perspective Bidders may please be uploaded on the website with necessary clarifications, amendments, comments by HLL including all queries that are ignored and it may please be circulated to the particular Bidder on email. For sake of information, our email id is : rvsbiotech-int.com and healthbiotech-int.com.</p> <p>10. On page 14 Clause 17.4.1 should be read out to all the perspective Bidders on the date of Bid opening, and the following may please be added in Clause 17.4.1: - Product specifications as mentioned on CIB - Performance after TAC approval</p> <p>11. In Clause No. 17.4.1(iv) of the Tender, the word "unless exempted" may please be added.</p> <p>12. While Clause 8.2(b) on page 10 requires. submission of clause-by-clause commentary on the Purchaser's technical specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications. This requirement is included neither under Clause 17.4.1 on Page 14 nor under the Check List on pages 66-67. This may be included under Clause 17.4.1 as well as in the Check List.</p> <p>13. On page 15, Clause 23.2 and 24.1 defines that we have to give an Acceptance and Performance Security within 7 and 10 days respectively. Sir, these may please be changed to 10 working days.</p> <p><u>GENERAL CONDITIONS OF CONTRACT (GCC)</u></p> <p>14. On Page 19, Clause 7, it may please be added that the test for BTI may be conducted as per Testing Protocol provided by the Bidder in the Bid. We wish to inform that BTI do not have any Standard specified by BIS, IS. In the absence of these, all BTI products are tested as per ICMR/NIMR uniform protocol for evaluation of bioassay</p>	<p><b>Reply/clarification on the pre-bid queries raised by the prospective bidders shall be uploaded in the website of HLL and CPP Portal.</b></p> <p><b>No change. Comply as per TED.</b></p> <p><b>ITB Clause 17.4.1 (iv) is amended as follows:- Required EMD/Bid security have not been provided. (Unless Exempted).</b></p> <p><b>No change. Comply as per TED.</b></p> <p><b>No change. Comply as per TED.</b></p> <p><b>No change. Comply as per TED.</b></p>

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			<p>of biolarvicides. This should also be given effect under Clause 7.4 and 7.7 on page 20.</p> <p>15. Clause 6.3 of GCC on page 19 &amp; Clause No.1 of SCC on page 29 requires the supplier to duly perform and complete the contract in all respects and present an "absolute No - Demand Certificate" to get refund of Performance Security. What happens in a case where the Supplier has completed all his obligations and remains unpaid or under paid. He is in double jeopardy, he is without payment and without refund of Performance Security. Hence, the Performance Security should be refundable on Supplier's completion of his obligations. Purchaser's completion of his (Purchaser's) obligation for completion of payment cannot and should not be made a pre condition for refund of Performance Security.</p> <p>16. On page 21, Clause 9.1, date of delivery may please be treated as the date of offer as notified by the Supplier for supply of goods/stores.</p> <p>17. On Page 22, Clause 12, we humbly request that Clause may be added for interest on delayed payment to supplier being an NSIC unit as per MSME Act.</p> <p>18. On page 25, Clause 20, Bidder/supplier shall not be effected or held responsible or involved on account of disputes between the Procurement Consultant, Procurement Agent, Purchaser, Consignee.</p>	<p><b>No change. Comply as per TED.</b></p> <p><b>No change. Comply as per TED.</b></p> <p><b>No change. Comply as per TED.</b></p> <p><b>No change. Comply as per TED.</b></p>
9	<b>ITB Clause 5.</b>	Documents comprising the e-Bid.		<p><b>ITB Clause 5- Documents Comprising the e-Bid: is modified as given below.</b></p> <p><b>The bid shall be submitted ONLINE ONLY. However, ORIGINAL TENDER FEE &amp; EMD ( in physical form ) to be submitted .</b></p> <p><b>The two part e-Bid , that is <u>Techno-commercial/Technical bid</u>( Consisting of Eligibility Criteria &amp; Technical Specifications viz. Product specification Sheets/Brochures,Certificates etc) to be submitted ONLINE ONLY.Bidders may name the files indicating the nature of content in PDF format which</b></p>

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				<p>would be required to be attached in e-Bid. and <u>Price Bid</u> ( To be filled up in the Proforma, Signed, Stamped, Scanned to PDF mode &amp; attach under PRICE BID)prepared by the bidder .</p> <p><b>DO NOT'S</b> Bidders are requested <u>NOT</u> to submit the hard copy of Techno-commercial/Technical bid and Financial bid. In case the hard copy of Techno-commercial /Technical bid and Financial bid is submitted in physical form, the bid shall be straight away rejected. Also, uploading the price bid in pre-qualification bid or technical bid will <u>RESULT IN REJECTION</u> of the Bid.</p>

**Existing:**

The prospective bidders shall submit their online bids as per the revised schedules at <https://govtprocurement.delhi.gov.in>

**Read as:**

The prospective bidders shall submit their online bids as per the revised schedules at <https://etender.lifecarehll.com/irj/portal>

**All other contents of the tender enquiry including terms & conditions remain unaltered.**

**Note:**

- 1. Prospective bidders are advised to ensure the validity of their EMD as per this revised schedule.**
- 2. Prospective Bidders are also advised to check the website regularly prior to the closing date and time of online submission of tenders.**