

**Proposed clarification to queries against the tender enquiry NO HLL/PCD/MCD-05/14-15/Bti under SDMC & NDMC during prebid held on 01-12-2014**

<b>Clarification to the Tender Enquiry Document Proposed:- ( will be published in website)</b>				
<b>Sl. No.</b>	<b>TED Ref. /Clause</b>	<b>Clause Details as per Tender Document</b>	<b>Points/ queries raised by Likely Bidders</b>	<b>Clarification</b>
1	IFB Clause 1 & 2	South Delhi Municipal Corporation(SDMC) and North Delhi Municipal Corporation(NDMC), intends to finalize rate and agency for the products/items mentioned below for a period of one year through Procurement and Consultancy Services Division of M/s HLL LIFECARE LTD (HLL), Noida	<b>Biotech International Ltd.</b> Refer to "Agency" which to our understanding should be referred to as "supplier"	<b>Yes, Agency referred here means "Supplier"</b>
2	IFB Clause No.2	Bid Security (in Rupees) 91,34,000/-	<b>Biotech International Ltd.</b> The amount of Bid Security mentioned in the table under clause 2 of IFB on page 4 comes to approximately 5% of the estimated total value of the goods. This has been increased from 2% [from previous Tenders for the same product invited by you for the same consignee(s)]. We request for your kind and definite reconsideration and to keep EMD rate 2% as in the past.	<b>The Bid security is as per the Public Procurement Guidelines.</b>
3	IFB Clause No.2	The Bidders who are currently registered and also will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals (DGS&D) or with National Small Scale Industries Corporation (NSIC) for the specific goods/stores as per tender enquiry specification shall be eligible for exemption as per the govt. rules prevailing on date of bid opening for the payment of the Tender Fee & the Bid Security/Earnest Money Deposit. Vague stipulations in the Registration Certificate such as "to customer's specifications" etc. will not be acceptable for exemption from payment of Tender Fees or Bid Security. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).	<b>Biotech International Ltd.</b> Clause no 7 of IFB on page no. 5 & Clause no. 9.1 of ITB on Page no 12 refer to exemption to be extended to the bidders registered with DGS&D or NSIC. We are an SSI unit currently duly registered and will continue to remain registered during the Tender validity period with NSIC for the specific goods/product specified as per the subject Tender Enquiry. Adhering to the aforesaid Clauses, we understand that we are eligible for exemption from payment of Tender fee and Bid Security. Hence we are submitting the bid accordingly. This being hereby brought to your knowledge in accordance with Clause 6.1(e) of ITB on Page 11, since our bid is to be addressed to you, submitted to you and to be evaluated by you.	<b>The Pre-bid conference is not meant for confirming individual bidders' eligibility against their requests. Bidder is self responsible for checking their eligibility for exemptions specified in TED.</b>
4	ITB Cl.1	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.....	<b>Biotech International Ltd.</b> The IFB No. Mentioned under Clause 1 on Page 4 and below the Heading of ITB on Page 8 are different	<b>It is a typographical error and being corrected as MCD-04 instead of MCD-03</b>
5	ITB Cl.1.3	<b>1.3 COST OF BIDDING:</b> 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.	<b>Biotech International Ltd.</b> As discussed in the prebid meeting, the definition of Purchaser in the Tender No.HLL/PCD/MCD-05/12-13/BTI on Page 22 of GCC thereof was "the organization purchasing the goods i.e. HLL Lifecare Ltd.(HLL) (Procurement Agent) on behalf of ....". As per Clause 1.3 of ITB on Page 8 of the subject Tender, " Purchaser" refers to HLL LIFECARE Ltd.(HLL) Procurement Agent for an on behalf of SDMC & NDMC. Please change the definition of Purchaser under Clause No.1.1(e) of GCC on Page 21 of the subject Tender accordingly.	<b>Purchaser is SDMC and NDMC. HLL Lifecare Limited is the Procurement Agent.</b>

6	ITB Cl.5(a)(xvii)	xviii) Performance certificates from the user departments for the items quoted.	Biotech International Ltd. Clause 5(a)(xviii) on Page 10 requires performance certificate from the user departments. In this please also see Performance Statement on Page 50 and Performance certificate on Page 51 where the certificate is required to be obtained from Purchaser/Consignee. It will be in the interest of procurement that Performance Certificate to be accepted are from user departments/end users under National Vector Borne Disease Control Programme (NVBDCP)	<b>The tender terms are clear. No change</b>
7	ITB Cl.5(a)(xix)	xix) 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.	Biotech International Ltd. Clause 5 (a) (xix) on Page 10 and Clause 6.1(a) on Page 10-11 of ITB requires submission of Certificates by the Bidder that the rates quoted by them shall be fixed for duration of the contract and shall not be subject to adjustment on any account. We would like to submit here that the period of rate contract envisaged under the tender will definitely encompass two Budgets of Union Government- February,2015 & February, 2016 which may bring about change in the rate of taxes /duties specially Custom Duty, Central Excise Duty and Central Sales Tax/VAT/GST (slated to be introduced shortly). Any increase in rates of such statutory taxes and duties after the date of bid submission till the tenure of the contract should be to the account of the Purchaser.	<b>Under examination. Amendment will be issued , if necessary.</b>
8	ITB Cl.8.2(b)	b) a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods/ stores and Services' substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.	Biotech International Ltd. While Clause8.2(b) 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 not included under clause 17.4.1 and in the Check List.	<b>The tender terms are clear. No change</b>
9	ITB Cl.9.4	9.4 Any Bid not secured in accordance with Para 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the Techno- commercial/ Technical bid & price bid will be treated as invalid.	Biotech International Ltd. In Clause 9.4 of ITB on Page 13, the words "unless exempted" may be inserted after the figures "9.3" in the first line of this Clause.	<b>The tender terms are clear. No change</b>
10	ITB Cl.15.1	The Purchaser will open the Techno-commercial/ Technical bid only, in the presence of Bidder's representatives who choose to attend, in HLL Lifecare Ltd. office, on the due date and time as mentioned in the IFB. The Bidder's representatives who are present shall sign a register evidencing their attendance. The Bidder's representatives shall furnish letter of Authority from their principals to attend the Bid opening.	Biotech International Ltd. In Clause 15.1 of ITB on Page 15, the last sentence thereof requires Bidder's representative's to furnish letter of authority from the "Principals" to attend bid opening. The letter of authority should be from the "Bidder" and not from the "Principals"	<b>It is clarified that "Principals" referred here, means Bidder.</b>
11	ITB Cl.15.2	The Bidder's names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the opening	Biotech International Ltd. Para 15.2 on page 15 mentions announcing of presence or absence of certain documents and "other details" during Technical bid opening. Other details should include:- -CIB Registration Certificate & Endorsement - Label Claim as per CIB - Manufacturing Licenses of Manufacturer, Bidder and Principal Manufacturer. - Is the bidder bidding as Agent or Manufacturer? -Manufacturer's Authorization (Form-I or II as applicable) - <b>In addition, the documents listed in point 17.4.1 of the ITB on page 16 be read out at the time of Technical Bid opening of all bidders.</b>	<b>The tender terms are clear. No change</b>

12	ITB Cl.16.1	If during the preliminary examination, the purchaser find any minor informality and/ or irregularity and/ or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored	<b>Biotech International Ltd.</b> Under clause 16.1 on Page 15-16 enables the Purchaser to convey its observation on 'minor' issues to the Bidder and seek clarifications. <b>This may please be deleted.</b> If not deleted we request that: - the clarification/information/documents called from the Bidder cannot form part of the Bidder's Bid and can only be treated as additional information/documents; - all the Bidders may be invited at the time of seeking clarifications and at the time of providing the clarifications with consensus of all Bidders; - clarifications required and the clarification/information provided by the Bidder(s) may be made accessible to all Bidders by putting up the same on Purchaser's website. It may be noted that any clarification sought may have far reaching ramifications/repercussions in terms of various statutes for approval, manufacture, sale or exhibit for sale of approved products. The above will ensure transparency in dealing with the Bids.	<b>The tender terms are clear.</b> <b>No change</b>
13	ITB Cl.17.4.1	The following are some of the important aspects, for which a Bid shall be declared non-responsive and will be summarily ignored; (i) Bid form as per Section VIII (signed and stamped) not enclosed (ii).....	<b>Biotech International Ltd.</b> In Clause 17.4.1 of ITB on Page 16, the following may please be added at the Sl. No. indicated thereagainst:- -In (iv) " unless exempted" after " have not been provided" (v) Bidder quoted for goods not manufactured by him without authorization from the manufacturer; and (xiii) Solvency Certificate for the required amount.	<b>Necessary amendment, where ever applicable, will be issued.</b>
14	ITB Cl.23.2	Upon the successful Bidder's returning back one copy of the LoA within 7 days duly stamped and signed as token of acceptance of the order on the laid out terms and conditions and also furnishing Performance Security i.e., Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9 and Clause 24, and also discharge bid security of unsuccessful bidders, pursuant to clauses 9.5	<b>Biotech International Ltd.</b> As per Clause 23.2 of ITB on Page 17, Performance Security is required to be submitted within 7 days of LOA whereas as per Clause 24.1 on Page 18 and Clause 6.1 of GCC on Page 22, it is 10 days. In all the places the same duration of 10 days may please be modified.	<b>The tender terms are clear.</b> <b>No change</b>
15	ITB Cl.24	The bid security of the successful bidder, if submitted in the form of Crossed account payee demand draft, shall be converted as performance security. Successful bidder who had submitted bid security in the form of Bank guarantee, shall furnish the Performance Security/ Security Deposit within 10 days of the date of LoA under Clause 23.1 for equivalent amount (same amount as for bid security) in the form of Crossed account payee demand draft drawn in favor of HLL Lifecare Ltd, payable at New Delhi or Bank Guarantees (in the prescribed Proforma given in the Section VIII issued by any of the scheduled banks). The performance security should be valid upto 5/6th of the shelf life of the final supply made under the Letter of Award. However, initially the performance security shall be valid upto 36 months from the date of LoA	<b>Biotech International Ltd.</b> Performance Security (PS) as per Clause 24 of ITB on Page 18, we request - the PS may please be required to be submitted against each supply order based on the value thereof at the rate of 5%; - the validity of PS be based on 5/6th of shelf life: and the PBG may be due for return to the Supplier on the expiry of its validity or consumption of the supplied material to the respective Consignee (on receipt of new indent from that Consignee), whichever is earlier. The above request is with the view to provide due Security without burdening the financial resources of our SSI unit.	<b>The tender terms are clear.</b> <b>No change</b>
16	ITB Cl.26.1	Bidders/ Suppliers/ Contractors are required..... In executing, a contract.	<b>Biotech International Ltd.</b> In Clause 26.1 of ITB on Page 18, the expression "Bidders" should include its parental and/or subsidiary companies, Organizations and Firms in any part of the world.	<b>The tender terms are clear.</b> <b>No change</b>

17	GCC Cl. 6.3	The performance Security deposited under GCC Clause 6.2 becomes liable to be refunded when the Contractor/ Supplier duly performs and completes the contract in all respects and presents an absolute No-Demand Certificate	<b>Biotech International Ltd.</b> Clause 6.3 of GCC on page 22 & Clause No.1 of SCC on page 33 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 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.	<b>Under examination. Amendment will be issued , if necessary.</b>
18	GCC Cl. 7	INSPECTION AND TESTS	<b>Biotech International Ltd.</b> Under clause 7 of GCC on Page 22-23, the product being procured under the contract is required to be tested for which necessary Testing Protocol may be asked for submission by the Bidder and also included in the Check List.	<b>The tender terms are clear. No change</b>
19	GCC Cl.9.1	Delivery of the Goods/ stores shall be made by the Supplier within the period stipulated in the Schedule of Requirements and consequently stipulated in the resultant Award/ contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be the essence of contract and the delivery must be completed not later than the date(s) as specified in the contract	<b>Biotech International Ltd.</b> What is the date of delivery under Clause 9.1 of GCC on Page 24? this should be date of offer for inspection by the Supplier as per previous Tenders invited by HLL for the same product and for the same Consignees.	<b>The delivery requirement is specified in the Schedule of Requirements at Section-V</b>
20	GCC Cl. 12.2	(i) 90% of the invoice values will be made within 30 days of documentary proof of receipt of the invoiced goods/ stores as per the consignee receipt certificate provided in Section VIII and other documents as in clause 9.2 above. (ii) Balance 10% payment will be made with in 120 days of documentary proof of receipt of the invoiced goods/ stores as per the acceptance certificate provided in Section VIII.	<b>Biotech International Ltd.</b> Re: Clause 12.2 of GCC on Page 25 and referring to para 15.1 of GCC on page 27, what is the provision in case of delay in payment beyond what is stipulated in Clause 12.1 and 12.2 of GCC. In case of delay will it not attract payment of interest? Being an NSIC registered SSI unit as per MSME Act 2006, we are entitled to interest on delayed payments.	<b>Tender terms remain unaltered.</b>
21	GCC Cl. 14.1	The time and date specified in the Contract for the delivery of the Goods/ stores shall be deemed to be the essence of the Contract	<b>Biotech International Ltd.</b> Clause 14.1 of GCC on page 26 refers to time and date of delivery. However, the date of delivery has not been specified under the tender. This should be the date of offer of goods for inspection by the Supplier.	<b>The delivery requirement is specified in the Schedule of Requirements at Section-V</b>
22	GCC Cl. 20.2	20.2 If the parties fail to resolve..... Rupees One Lac (Rs. 1,00,000/-)	<b>Biotech International Ltd.</b> Referring Clause 20.2 of ITB on Page 28, the supplier/ Bidder should not be involved in any issue/dispute between the Purchaser, consignee, Procurement Consultant and/ or Procurement Agent	<b>The tender terms are clear. No change</b>

23	Schedule of Requirement		<p><b>Biotech International Ltd.</b>  Referring to Schedule of Requirements (SOR) on Page 35, we understand:  - that the quantity mentioned therein is the minimum approximate quantity;  - that this quantity is based on Consignees' requirements;  that the quantity can be increased as per the requirement of NDMC and/or SDMC; and  -that the supply orders are to be issued in installments.  Please advise the quantity required to be offered initially so that the supplier is ready thereof beforehand.</p>	<p>This is a rate contract tender. The quantity indicated in IFB and in the Schedule of Requirements is approximate quantity required for one year. Supply orders will be placed as specified in Tender Enquiry Document</p>
24	Technical Specification		<p><b>Biotech International Ltd.</b>  From Technical Specifications on page 37, it is understood, but please inform, that the Technical Specifications of the product are as approved by Technical Specifications Committee (TSC) of Ministry of Health and Family Welfare (MOH&amp;FW) without preconditions, since the tender is called for National Vector Borne Disease Control Programme(NVBDCP) approved products.</p>	<p>The tender terms are clear.  <b>No change</b></p>
25	Section X, Checklist		<p><b>Biotech International Ltd.</b>  In Section X, Checklist on Page 60-62, the following points may be considered:  i) In Sl.No. 1 before "?", please add "unless exempted"  ii) In Sl.No. 2(a), please add after"?" " Have you enclosed Principal Manufacturer's Certificate as per recommended format (Form-I) under Section VIII ?"  iii) In (3a) before "?", please add " unless exempted"  iv) After Sl.No. 7(b), please add "7(c) - Have you enclosed testing Protocol for the product offered?"</p>	<p><b>No change</b></p>

<p>Extra: A</p>	<p>SCC Cl.4 &amp; 5 and QC 1(a) iii</p>	<p>If CIB registration is for importing and marketing but the bidder is classified as manufacturer under Indian Law for the tendered goods, certificate from principal manufacturer conforming to the same 'manufacturer and address' as specified in CIB Registration certificate shall be enclosed as per the format given in section VIII (Principal Manufacturer's Certificate: Form-I). The authorization by way of board resolution under common seal of company or by way of power of attorney, in favor of the person signing the authorization letter on behalf of manufacturer should be enclosed.</p>	<p><b>Biotech International Ltd.</b> With reference to Qualification Criteria (QC) (refer to Clause 7 of ITB and Clauses 4&amp;5 of SCC) on page 39: A. Clause 1(a)(iii) - Read as: If CIB registration is for importing and marketing but the bidder is classified as manufacturer under Indian Law for the tendered goods, certificate from principal manufacturer conforming to the same 'manufacturer and address' as specified in CIB Registration certificate shall be enclosed as per the format given in section VIII (Principal Manufacturer's Certificate: Form-I). The authorization by way of board resolution under common seal of company or by way of power of attorney, in favor of the person signing the authorization letter on behalf of manufacturer should be enclosed. <b><i>We would request that Under Clause 1(a)(iii) the certificate from the principal manufacturer should be in the form of an undertaking, supported by an affidavit that the " manufacturer" and "factory address" is not different and is the same as specified in CIB certificate of registration, including its label and leaflet claim, and the authorization by the way of the board resolution under common seal of company or by way of power of attorney, in favor of the person signing the authorization letter on behalf of manufacturer should be enclosed, (as per format in Form I, section VIII (page 52) of the tender).</i></b>  <b><i>We would request the manufacturing license of the principal manufacturer for the tendered product, valid on the date of the bid opening should be asked from the bidder.</i></b></p>	<p><b>Under examination. Amendment will be issued , if necessary.</b></p>
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Extra: B	SCC Cl.4 & 5 and QC 1(b) iii	<p>Manufacturer's authorization certificate from the manufacturer conforming to the same 'manufacturer and address' as specified in CIB Registration Certificate shall be enclosed as per the format given in section VIII (Manufacturer's Authorization Form-II). The authorization by way of board resolution under common seal of company or by way of power of attorney, in favor of the person signing the authorization letter on behalf of manufacturer should be enclosed.</p>	<p><b>Biotech International Ltd.</b>          With reference to Qualification Criteria (QC) (refer to Clause 7 of ITB and Clauses 4&amp;5 of SCC) on page 39:          A. Clause 1(b)(iii) - Read as:          Manufacturer's authorization certificate from the manufacturer conforming to the same 'manufacturer and address' as specified in CIB Registration Certificate shall be enclosed as per the format given in section VIII (Manufacturer's Authorization Form-II). The authorization by way of board resolution under common seal of company or by way of power of attorney, in favor of the person signing the authorization letter on behalf of manufacturer should be enclosed.  <b>We would request that under clause 1(b)(iii)</b>  <b>The manufacturer authorization certificate from the manufacturer should be in the form of an undertaking, supported by an affidavit that the "manufacturer" and the "factory address" is not different and is the same as specified in CIB certificate of registration including the label and leaflet claim and the authorization by way of power of attorney in favor of the person signing the authorization letter on behalf of the manufacturer should be enclosed, as per, form II section VIII as per subject tender.</b>   <b>We would also request the above mentioned Form I and Form II (Page52 and 53) under section VIII of the subject tender be amended accordingly to read as undertaking supported with affidavits encompassing the changes (with regard to manufacturer and factory address) as proposed in point A and B herein above.</b></p>	<p><b>Under examination. Amendment will be issued , if necessary.</b></p>
Other s			<p><b>Biotech International Limited</b>          We would also request the procurement consultant, HLL Lifecare Ltd, in the interest of complete and absolute transparency to instruct the bidders:          All documents being submitted in the bidders' bid, from a country, other than India, should be necessarily, in addition to be notarized and attested be specifically authenticated and legalized by the Indian embassy/ High Commission of that particular country.</p>	<p><b>No change</b></p>
1	ITB Cl.5(a) (xi) & Proforma B	<p>xi) 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"</p>	<p><b>Sumitomo Chemical India Pvt.Ltd.</b>          Please refer to Clause 5(a) (xi) and Proforma-B (at page 49 of the IFB). Please Clarify as to whether the details to be supplied under Sl.Nos. 1 to 8 of the Proforma B should relate to the Principal Manufacturer or the Bidder( classified as Manufacturer under Indian Law), keeping in mind that the manufacturing of the product will be done by the Principal Manufacturer? (Please refer to page 39, Qualification Criteria 1(a) (iii) of Section-VII)</p>	<p><b>Under examination. Amendment will be issued , if necessary.</b></p>

2	ITB Cl.5(a) (xi) & Check List (Section X)	13. Have you submitted a certificate regarding actual annual production duly certified by chartered accountant? 15. Have you submitted a certificate regarding average annual turnover duly certified by a chartered accountant? 16. Have you submitted a statement of installed manufacturing capacity duly certified by CA/CE? 18. Have you submitted details of onsite quality control laboratory facilities and services and range of test conducted? 19. Have you submitted a write-up on your production capabilities? 26. Have you submitted the certificate/details of plant & machineries?	<b>Sumitomo Chemical India Pvt.Ltd.</b> Please refer to Clause 5(a) (xi) of IFB (Section-II) and Section X. Please confirm whether the information/documents specified in SI.No. 13,15,16,18,19 & 26 relate to the Principal Manufacturer or the Bidder( classified as Manufacturer under Indian Law), keeping in mind that the manufacturing of the product will be done by the Principal Manufacturer? (Please refer to page 39, Qualification Criteria 1(a) (iii) of Section-VII)	<b>Under examination. Amendment will be issued , if necessary.</b>
1	Section-VI: Technical Specification	The product should be approved by NVBDCP for use as larvicide under in NCR area under vector borne disease control programme.	<b>Fine Trap India</b> It is to mention here that we have already approached NVBDCP vide our application in June 2014 fulfilling all their requirements as per the guidelines. However, there has been no meeting of the TAC of NVBDCP for the purpose of approval of our biolarvicide product and for which we are not responsible. We have a valid CIB registration of our product as per the latest guidelines of 2% Delta endotoxine and the product is indigenous and suitable in the hash climate of NCR region where the temperature often goes above 40 C in summer.	<b>No Change</b>
2	Section VII: Qualification Criteria	The bidder must have received and successfully executed the supply orders in India to the extent of minimum 25% of the quantity in the schedule of requirements	<b>Fine Trap India</b> It is to mention here that we have only recently got our CIB registration in June 2014 and therefore there is no question of our supplying the said 25% of the quantity previously. However, it may well be emphasized here that the technology we are using is completely indigenous and developed by the premier institute VCRC under ICMR, GOI and is well tested under the different climatic conditions of India with very good results. Moreover, we have all the competence (which may be verified) for producing the quantity mentioned in the tender document for <b>AS FORMULATION OF THE PRODUCT.</b>	<b>No Change</b>