

**Amendment No: 1 Issued on dated 07/08/2015**

**Ref: 1) Tender Enquiry No: HLL/PCD/ HLL/PCD/eMCD-01/15-16/MT-CYP dated 22.07.2015  
2) Pre-Bid conference held on 29/07/2015 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)**

**1. Clause No : 2**

**ORIGINALLY READ AS:-**

c	Closing date & time for submission of Bid fee and Bid Security in physical form	<b>10-Aug-2015,1400 hrs (IST)</b> Bidders have to submit Original Bank Instruments viz. DD/BC/BG of Bid fee and Bid Security within the above mentioned date and time
d	Closing date & time for submission of online bids	<b>13-Aug-2015, 1400 hrs IST</b>
	Closing date & time for physical submission of Techno-commercial bids (Price bid shall only be uploaded online; All other technical and commercial documents uploaded in the e-portal are to be submitted)	<b>13-Aug-2015, 1600 hrs IST</b>
e	Time and date of opening of online bids	<b>13-Aug-2015, 1630 hrs IST</b>

**AMENDED TO READ AS:-**

c	Closing date & time for submission of Bid fee and Bid Security in physical form	<b>19-Aug-2015,1400 hrs (IST)</b> Bidders have to submit Original Bank Instruments viz. DD/BC/BG of Bid fee and Bid Security within the above mentioned date and time
d	Closing date & time for submission of online bids	<b>21-Aug-2015, 1400 hrs IST</b>
	Closing date & time for physical submission of Techno-commercial bids (Price bid shall only be uploaded online; All other technical and commercial documents uploaded in the e-portal are to be submitted)	<b>21-Aug-2015, 1600 hrs IST</b>
e	Time and date of opening of online bids	<b>21-Aug-2015, 1630 hrs IST</b>

**SECTION- II INSTRUCTIONS TO BIDDERS (ITB)**

**2. Introduction sentence.**

**ORIGINALLY READ AS:-**

This bid documents should be read in conjunction with the Press Tender Notice/IFeB No. HLL/PCD/MCD-01/15-16 dated 08.05.2015 and all clauses.....

**AMENDED TO READ AS:-**

This bid documents should be read in conjunction with the Press Tender Notice/IFeB No. HLL/PCD/e-MCD-01/15-16/MT-CYP dated 22.07.2015 and all clauses.....

**3. 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.

**4. 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.**

**5. 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.

**6. 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.

7.

<b>SECTION- VI TECHNICAL SPECIFICATION</b>
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**Or For Equivalent Cyphenothrin 5% EC**

**ORIGINALLY READ AS:-**

**Packaging-** The stores shall have to be packed as per Registration Certificate (in 100 ml, 250 ml, 500ml, 1 lt. & 5 lt.) in tin container suitable lacquered from inside with leak proof and pilfer proof closure system confirming to IS: 9992-1991 and its subsequent amendment thereof, if any.

A leaflet as approved by the Registration Committee should be affixed to the packaging containing insecticide/adulticide and shall be printed in English, Hindi & in regional languages indicating product detail, direction for use, precautions, symptoms of poisoning and first aid with antidote, disposal of used containers, storage conditions and manufacturer's name etc.

**AMENDED TO READ AS:-**

**Packaging-** The stores shall have to be packed as per CIB Registration Certificate.

A leaflet as approved by the Registration Committee should be affixed to the packaging containing insecticide/adulticide and shall be printed in English, Hindi & in regional languages indicating product detail, direction for use, precautions, symptoms of poisoning and first aid with antidote, disposal of used containers, storage conditions and manufacturer's name etc.

8.

<b>SECTION- VII QUALIFICATION CRITERIA (QC)</b>
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**ORIGINALLY READ AS:-**

3. The bidder must have received and successfully executed the supply order in India to the extent of minimum **25%** of the approximated required quantity of Malathion Technical or its equivalent i.e. 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. **13.07.2015 (first year from 13.08.2015 to 14.08.2014, 2<sup>nd</sup> year from 13.08.2014 to 14.08.2013 and 3<sup>rd</sup> year from 13.08.2013 to 14.08.2012)**. In support of 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).

**AMENDED TO READ AS:-**

3. The bidder must have received and successfully executed the supply order in India to the extent of minimum 25% of the approximated required quantity of Malathion Technical or its equivalent i.e. 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. **21.08.2015 (first year from 21.08.2015 to 22.08.2014, 2nd year from 21.08.2014 to 22.08.2013 and 3rd year from 21.08.2013 to 22.08.2012).**

Bidder quoting for Cyphenothrin 5% EC, must have successfully supplied at least one contract to any government institution or municipal corporations prior to the date of bid opening, if they do not meet the requirement specified in above para,

In support of 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)

<b>SECTION- VIII PROFORMA- SAMPLE FORMS</b>
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**9. Added:**

**FORMAT 'A'**  
**FORMAT OF PERFORMANCE CERTIFICATE**

**To Whom It May Concern**

Date: \_\_\_\_\_

Certified that M/s \_\_\_\_\_ (Name & Address of the bidder) supplied us \_\_\_\_\_ (indicate quantity), \_\_\_\_\_ (indicate name of the goods/ stores) manufactured by \_\_\_\_\_ against order no. \_\_\_\_\_ dt. \_\_\_\_\_ (please indicate order no. & date) as figuring in the performance statement). The goods/ stores were supplied over to us

and accepted by us on \_\_\_\_\_ (indicate date) to our entire satisfaction. A copy of contract is enclosed.

Signature & Name  
(Designation & Seal of the Purchaser)/Consignee

NOTE:

1. Please note that if performance statement do not contain any of the information referred above or if it is not in the format as given above, it is liable for rejection. For example if order reference is not given and if name, designation & seal of the purchaser/ Consignee is not endorsed, Performance Certificate will not be considered.
2. Performance certificate has to be notarized / attested by Gazetted Officer.
3. HLL has right to call for original to verify and also has right to cross verify from the issuer of the certificate / Organization of issuer.
4. Purchaser here means Procurement Agent purchasing on behalf of it's Client & for the client or purchaser purchasing directly for self consumption. Consignee means end user in Central Govt. /State Govt. /Municipal Corporation associated with Public Health Programme. Purchaser and consignee are same in case purchaser is purchasing for self consumption.

**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.**

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