

**Minutes of meeting held on 28th August 2018**

**Recommendation by the committee after examination of the representations received w.r.t. various conditions of Tender enquiry document for Procurement of insecticides/larvicides against the indent received from SDMC, NDMC & EDMC.**

Sl. No.	TED Ref. /Clause	Clause Details as per Tender Document	Points/ queries raised by Likely Bidders (Original letters received from the prospective bidders participated/ through email enclosed)	Recommendation by Committee/Purchaser
1	SECTION VII	<p>QUALIFICATION CRITERIA (QC)</p> <p>3. 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 Alphacypermethrin 5% (Synthetic Pyrethroid) or its equivalent OR Bacillus thuringiensis var israelensis (Bti)(WP) Or Bacillus thuringiensis var Israelensis (Bti)(AS) OR Temephos EC 50% OR Temephos Granule 1% OR Pyriproxyphen 0.5% GR OR 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</p>	<p><b>M/s Ajay Bio-Tech (India) Pvt.Ltd:</b></p> <p>Suggestion:</p> <p>We have received requisite TAC approval in the last year (2017) and our product is introduced in the programme by NVBDPC in the month of July-Aug, 2017 only.</p> <p>During these seven to eight months of rest of F.Y. 2017-18, we had executed around 14% of the quantity and we also have received confirmed order and P.O. from Indian Army HQ-Delhi in the tune of another 12% of the said quantity. Being new entrant, under such situations, we appeal the clause of 25% of the approximate required quantity may be considered for relax while scrutinizing the qualification criteria.</p> <p>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>No Change. As per Tender Enquiry Document (TED)</p>
2	Section VI	<p>Technical Specification:</p> <p>6. 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 CIB approved shelf life.</p>	<p><b>M/s Ajay Bio-Tech (India) Pvt.Ltd:</b></p> <p>Suggestions:</p> <p>- 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. NVBDPC has issued a letter in accordance to that.</p> <p>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.</p> <p>We can assure you under "our 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 hence there will be no issues related with the policy and practices of other country. Still if at all some quantity is left with the end users being near to expiry, we shall replace the same quantity at our cost.</p> <p>We request you to kindly incorporate the self life as per CIB registration certificate given to the company. Even, the regulating</p>	<p>In line with the clarifications received from the purchaser, following amendment may be made:</p> <ul style="list-style-type: none"> <li>- Available shelf life at the time of supply should be 5/6<sup>th</sup> of CIB approved shelf life of the insecticide.</li> <li>- The supplier shall replace the unused material if any with the consignee at least one month before the expiry of the shelf life with fresh material at their risk and cost.</li> </ul>

			<p>body NVBDCP has instructed to follow CIB registration in their recent circular dated 3rd August 2018 (website: www.nvbdcg.gov.in ). Hence, the word 2 years could be deleted as amendment to read as "The shelf life of the product shall be as per CIB certificate. Available shelf life at the time of supply should be 5/6th of CIB approved shelf life." This will satisfy the terms mentioned in "Note" point(6) of page 31 in your Tender bid document.</p> <p>We are a leading biotechnology company in India having our R&amp;D approved by DSIR- Ministry of Science since year 1990. In the current position, we are having 65 MT/month production capacity. It will be our great opportunity to be associated in supply of indigenous product to ease Honourable Prime Minister's dream of "Make in India" Product.</p>	
3		Additional Point	<p><b>M/s Ajay Bio-Tech (India) Pvt.Ltd:</b>  We refer to second page of the summarized list of Biolarvicide published on 3rd August, 2018 (Vide: enclosed: page marked-03) under heading "Larvicide formulations and dosages "in website: www.nvbdcg.gov.in. As the list concluded that the information available in CIB certificate should be considered as the correct one, we wish to highlight some of the points related to dosage of Biolarvicides while comparing two different strains ABIL and 164 as below:</p> <p>I)Strain 164:</p> <p>a) In the page number 3 of their CIB registration copy (enclosed page number marked 01&amp;02:CIB registration certificate of the strain 164), it is mentioned that "in case of basin deeper than 0.5 Meter or with heavy vegetation, the quantity may be doubled. Further the same elaborated the usage "For optimum result, remove vegetation before spraying".</p> <p>Hence, the dosages of strain 164 would be effective only and only after removal of vegetation. Further, under this compliance after removal of vegetation the strain 164 requires 5 Kg to 10 Kg (double quantity) and not 5 Kg only. Labour for removal of vegetation and its disposal is a big challenge while using this strain and the associated cost should be considered while use this strain.</p> <p>b) The strain 164 is not recommended for Aedes sp. It is recommended on Anopheles and culex mosquito only. (enclosed page number marked 01 &amp; 02: CIB registration certificate of strain 164)</p> <p>II) Strain ABIL</p> <p>a) It is recommended to control Aedes sp., Anopheles and Culex sp of Mosquito larvae with clearly mentioned dosages and frequency of application in their CIB registration certificate (vide CIB page number:04).</p> <p>Hence, this strain is having added advantage of controlling Dengue, Chikunguniya, Zika besides malaria and filaria or in a word this strain could be used for controlling all types of mosquito diseases.</p> <p>b) This strain ABIL has not mentioned in their CIB registration for removal of vegetation/de-weeding before application of their products.</p> <p>Hence, the strain ABIL offers ease of use and eliminates extra labour cost associated with removal of vegetation and its disposal.</p>	Post Examination & confirmation from purchaser necessary amendment may be issued to Schedule of Requirement (SoR) of Tender Enquiry Document (TED).

It will not be out of mention to shade some light on exact dosage requirement of Strain:ABIL. The dosage for small habitats like drums, tyres and containers, water coolers, drains, small pots is @35±5 gram per litre of water, which is to be sprayed on a monthly basis. The same dose is recommended on fortnightly basis for large water habitats i.e. ponds, tanks, river etc. while, weekly application is advisable for polluted water (Encl: Marked Page no:03). Hence, use of strain-ABIL will enable:

- Save cost on labour: the cost of labor on Strain:164 accounts for nearly 80 % of the total cost of biolarvicidal operations for removal of vegetation for the effective result. However, same labour force can undertake coverage of at least three fold area with the use of Strain ABIL.
- No de-weeding requirement in strain: ABIL : reduction in cost of biolarvicide operation by almost 50% as strain :ABIL doesn't require de-weeding as it contains, which makes product spray to percolate down to the water bodies.

The following table illustrates how Biodart-M performs well in comparison with other competitors.

Bti WP Product	Mosquito Larvae	Responsible for disease	Habitat	Recommended	Application (Dosage per hectare)	Cost of removal of vegetation(per hectare)	Total Cost= Product cost+ cost of application (per hectare)
Strain							
ABIL	Aedes	Dengue,Chickungunya & Zika	Clean water	yes	7.5Kg/Month	0	Only product cost
	Anopheles	Malaria	Polluted water	yes	10Kg/Week	0	Only product cost
	Culex	Filaria	Polluted Water	Yes	10 Kg/Week	0	Only product cost
164	Aedes	Dengue,Chickungunya & Zika	Clean Water	No	Not recommended	Not recommended	Not recommended
	Anopheles	Malaria	Polluted Water	Yes	5 to 10 * Kg/Fortnight After removal of vegetation	Rs. 15000 per hectre for 10 nos of labour and transportation	Product cost+ Rs 15000

				Culex	Filaria	Polluted Water	Yes	5 to 10 * Kg/Fortnight After removal of vegetation	Rs. 15000 per hectre for 10 nos of labour and transportation	Product cost+ Rs 15000		
			<p>*as mentioned in CIB Registration certificate website: in case of basin deeper than 0.5 meter or with heavy vegetation, the quantity may be doubled. For optimum result, remove vegetation before spraying.</p> <p>We assure you our quality and on-time product delivery in order to abate the mosquito nuisance in many districts in the state. We are eager to promote our indigenous product under "Make in India" slogan.</p> <p>Hence, we request your consideration to the strain : ABIL (Bacillus thuringiensis var. israelensis 5% WP, Stain: ABIL) in the said tender bid.</p>									
4.			<p><b>M/s Biotech International Ltd:</b></p> <p>1(a). We understand that indent of Bti(WP) of 35,000 Kg from SDMC was received by HLL Lifecare Ltd. on 14.06.2018 which was well before the expiry i.e. 03.08.2018 of our Rate Contract No. HLL/PCD/e-MCD-02(16-17)/17-18/1663 dated 04.08.2017 to 03.08.2018.</p> <p>(b) On the instruction/request of HLL Lifecare Ltd. on 15.06.2018 we had given an undertaking regarding prices and again the same was provided on 02.08.2018 before the expiry of our above referred Rate Contract (Annexure A &amp;B).</p> <p>( c) We are really shocked to see that all the indent of all the products which were received by HLL Lifecare Ltd. from all the three MCDs before expiry of the respective Rate Contracts of all the items issued against the last years two tender No. HLL/PCD/MCD-02/16-17 DT. 28.02.2017 and Tender No. HLL/PCD/e-MCD/01/RT-01/16-17/Diflu dated 28.02.2017 have been placed by HLL Lifecare Ltd. to the respective suppliers (RC holders) except the 35,000 Kg BTI(WP) order and we notice that in the present tender except BTI(WP) all the other items required by MCDs the indent for the same have been received by HLL Lifecare from respective MCD's after the expiry of the Rate Contract of that item.</p> <p>(d) We do not understand the reason behind why HLL Lifecare Ltd. did not accepted our undertaking regarding price and our consent regarding payment and not issued us the order of BTI(WP) even after having valid Rate Contract upto 03.08.2018 for which indent was already with HLL since 14.06.2018.</p> <p>( e ) The indent for BTI (WP) have been received by HLL Lifecare Ltd. from SDMC on 14.06.2018 for quantity of 35,000 Kg. can only be BACTICIDE WP (Bacillus thuringiensis var israelensis, Strain 164, Serotype H14 W.P.) of Biotech International Ltd. and the indent was given by SDMC to HLL Lifecare Ltd. during the validity of rate contract of BTI(WP) which was valid till 03.08.2018.</p>									Not relevant to this tender.

5.	IFeB and SOR	Sl. No	e-Bid Ref. No. (Event No.)	Brief Description of item	Approximate Required Qty.	<p>2. As per the IFeB on page 1 and Schedule of Requirement (SOR) on page 31 at Sl. No. 2, e-Bid Ref. No. (Event No. 300000371), the approximate requirement for <b>Bacillus thuringiensis var israelensis (Bti)(WP) Or Bacillus thuringiensis var israelensis (Bti)(AS) is 35,000 Kg. (Annexure C)</b></p> <p>i) We wish to bring to your kind attention that as per the previous tenders of HLL Lifecare Ltd. the quantity for CIB &amp; NVBDCP approved BTI WP Or BTI AS for use in Polluted water were as follows:</p> <table border="1" data-bbox="688 407 1946 1390"> <thead> <tr> <th data-bbox="688 407 1104 435">Tender No. and Date</th> <th data-bbox="1104 407 1516 435">Brief Description of Item</th> <th data-bbox="1516 407 1946 435">Approximate Required Qty.</th> </tr> </thead> <tbody> <tr> <td data-bbox="688 435 1104 591">HLL/PCD/MCD-02/16-17 DT. 28.02.2017</td> <td data-bbox="1104 435 1516 591">Bacillus thuringiensis var. israelensis (Bti)/(WP) Or Bacillus thuringiensis var. israelensis (Bti)/(AS)</td> <td data-bbox="1516 435 1946 591">1,74,650 Kg. OR 1,39,990 Litr.</td> </tr> <tr> <td data-bbox="688 591 1104 743">HLL/PCD/MCD-05/14-15/BTI Dt. 24.11.2014</td> <td data-bbox="1104 591 1516 743">Bacillus thuringiensis var israelensis (Bti)(AS) (For polluted water) OR Bacillus thuringiensis var israelensis (Bti)(WP) (For polluted water)</td> <td data-bbox="1516 591 1946 743">1,91,200 Litres OR 2,39,000 Kgs.</td> </tr> <tr> <td data-bbox="688 743 1104 834">HLL/PCD/MCD-05/12-13/BTI</td> <td data-bbox="1104 743 1516 834">Bacillus thuringiensis var israelensis(Bti)(AS) (For polluted water)</td> <td data-bbox="1516 743 1946 834">2,32,000 Litres OR 290 M.T.</td> </tr> <tr> <td data-bbox="688 834 1104 959"></td> <td data-bbox="1104 834 1516 959">OR Bacillus thuringiensis var israelensis(Bti)(WP) (For polluted water)</td> <td data-bbox="1516 834 1946 959"></td> </tr> <tr> <td data-bbox="688 959 1104 1175">HLL/PCD/MCD-05/11-12/BTI dt. 31.10.2011</td> <td data-bbox="1104 959 1516 1175">Bacillus thuringiensis var israelensis(Bti)(AS) (For polluted water) OR Bacillus thuringiensis var israelensis(Bti)(WP) (For polluted water)</td> <td data-bbox="1516 959 1946 1175">2,20,000 Litres OR 275 M.T.</td> </tr> <tr> <td data-bbox="688 1175 1104 1390">HLL/PCD/MCD-01/10-11/BTI dt. 29.03.2010</td> <td data-bbox="1104 1175 1516 1390">Bacillus thuringiensis var israelensis(Bti)(AS) (For polluted water) OR Bacillus thuringiensis var israelensis(Bti)(WP) (For polluted water)</td> <td data-bbox="1516 1175 1946 1390">2,75,000 Litres OR 343.75 M.T.</td> </tr> </tbody> </table> <p data-bbox="688 1390 1946 1416">Copies of relevant pages of tender documents enclosed as per <b>Annexure D</b></p>	Tender No. and Date	Brief Description of Item	Approximate Required Qty.	HLL/PCD/MCD-02/16-17 DT. 28.02.2017	Bacillus thuringiensis var. israelensis (Bti)/(WP) Or Bacillus thuringiensis var. israelensis (Bti)/(AS)	1,74,650 Kg. OR 1,39,990 Litr.	HLL/PCD/MCD-05/14-15/BTI Dt. 24.11.2014	Bacillus thuringiensis var israelensis (Bti)(AS) (For polluted water) OR Bacillus thuringiensis var israelensis (Bti)(WP) (For polluted water)	1,91,200 Litres OR 2,39,000 Kgs.	HLL/PCD/MCD-05/12-13/BTI	Bacillus thuringiensis var israelensis(Bti)(AS) (For polluted water)	2,32,000 Litres OR 290 M.T.		OR Bacillus thuringiensis var israelensis(Bti)(WP) (For polluted water)		HLL/PCD/MCD-05/11-12/BTI dt. 31.10.2011	Bacillus thuringiensis var israelensis(Bti)(AS) (For polluted water) OR Bacillus thuringiensis var israelensis(Bti)(WP) (For polluted water)	2,20,000 Litres OR 275 M.T.	HLL/PCD/MCD-01/10-11/BTI dt. 29.03.2010	Bacillus thuringiensis var israelensis(Bti)(AS) (For polluted water) OR Bacillus thuringiensis var israelensis(Bti)(WP) (For polluted water)	2,75,000 Litres OR 343.75 M.T.	<p>Post Examination &amp; Confirmation from the Purchaser necessary amendment may be issued to Invitation for e Bids (IFeB ) and Schedule of Requirement (SoR) of Tender Enquiry Document (TED).</p>
Tender No. and Date	Brief Description of Item	Approximate Required Qty.																										
HLL/PCD/MCD-02/16-17 DT. 28.02.2017	Bacillus thuringiensis var. israelensis (Bti)/(WP) Or Bacillus thuringiensis var. israelensis (Bti)/(AS)	1,74,650 Kg. OR 1,39,990 Litr.																										
HLL/PCD/MCD-05/14-15/BTI Dt. 24.11.2014	Bacillus thuringiensis var israelensis (Bti)(AS) (For polluted water) OR Bacillus thuringiensis var israelensis (Bti)(WP) (For polluted water)	1,91,200 Litres OR 2,39,000 Kgs.																										
HLL/PCD/MCD-05/12-13/BTI	Bacillus thuringiensis var israelensis(Bti)(AS) (For polluted water)	2,32,000 Litres OR 290 M.T.																										
	OR Bacillus thuringiensis var israelensis(Bti)(WP) (For polluted water)																											
HLL/PCD/MCD-05/11-12/BTI dt. 31.10.2011	Bacillus thuringiensis var israelensis(Bti)(AS) (For polluted water) OR Bacillus thuringiensis var israelensis(Bti)(WP) (For polluted water)	2,20,000 Litres OR 275 M.T.																										
HLL/PCD/MCD-01/10-11/BTI dt. 29.03.2010	Bacillus thuringiensis var israelensis(Bti)(AS) (For polluted water) OR Bacillus thuringiensis var israelensis(Bti)(WP) (For polluted water)	2,75,000 Litres OR 343.75 M.T.																										

6.		3. Accordingly, the requirement in SOR in Sl. No. 2, e-Bid Ref. No. Event No. 300000371, the quantity of <b>BTI AS</b> should also necessarily be mentioned as <b>28,000 Ltr.</b>	As mentioned above at sl.no.5																								
7.		4. We would also like to bring to your kind attention that as per the approved larvicide formulations and doses by NVBDCP, Ministry of Health and Family Welfare, Gol ( <b>Annexure E</b> ) there is also one more NVBDCP approved BTI WP product, who had also bid in the previous tender No. HLL/PCD/MCD-02/16-17 dated 28.02.2017.	As mentioned above at sl.no.5																								
8.		5. As per NVBDCP website the dosage and frequency for polluted water of all three approved Bacillus thuringiensis var. israelensis products are as under :	As mentioned above at sl.no.5																								
		<table border="1" data-bbox="693 532 1876 932"> <thead> <tr> <th></th> <th>Biolarvicide</th> <th>Dosage per Hectare as per NVBDCP approval per Kg./Ltr</th> <th>Frequency as per NVBDCP approval</th> <th>No of sprays per month</th> <th>Monthly usage per Hectare per Kg./Ltr.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Bacillus thuringiensis var israelensis 5% WP Strain – 164, Serotype H14</td> <td>5 Kg.</td> <td>Fortnightly</td> <td>2</td> <td><b>10 Kg.</b></td> </tr> <tr> <td>2</td> <td>Bacillus thuringiensis var israelensis 5% WP Strain – ABIL, Serotype H14</td> <td>10.0 Kg</td> <td>Weekly</td> <td>4</td> <td><b>40 Kg.</b></td> </tr> <tr> <td>3</td> <td>Bacillus thuringiensis var israelensis 12 Aqueous Suspension (12AS)</td> <td>2.0 Ltr</td> <td>Weekly</td> <td>4</td> <td><b>8 Ltr.</b></td> </tr> </tbody> </table> <p data-bbox="693 964 1526 992">Above details available on NVBDCP website <a href="http://www.nvbdc.gov.in/(Annexure – E)">http://www.nvbdc.gov.in/(Annexure – E)</a></p>		Biolarvicide	Dosage per Hectare as per NVBDCP approval per Kg./Ltr	Frequency as per NVBDCP approval	No of sprays per month	Monthly usage per Hectare per Kg./Ltr.	1	Bacillus thuringiensis var israelensis 5% WP Strain – 164, Serotype H14	5 Kg.	Fortnightly	2	<b>10 Kg.</b>	2	Bacillus thuringiensis var israelensis 5% WP Strain – ABIL, Serotype H14	10.0 Kg	Weekly	4	<b>40 Kg.</b>	3	Bacillus thuringiensis var israelensis 12 Aqueous Suspension (12AS)	2.0 Ltr	Weekly	4	<b>8 Ltr.</b>	
	Biolarvicide	Dosage per Hectare as per NVBDCP approval per Kg./Ltr	Frequency as per NVBDCP approval	No of sprays per month	Monthly usage per Hectare per Kg./Ltr.																						
1	Bacillus thuringiensis var israelensis 5% WP Strain – 164, Serotype H14	5 Kg.	Fortnightly	2	<b>10 Kg.</b>																						
2	Bacillus thuringiensis var israelensis 5% WP Strain – ABIL, Serotype H14	10.0 Kg	Weekly	4	<b>40 Kg.</b>																						
3	Bacillus thuringiensis var israelensis 12 Aqueous Suspension (12AS)	2.0 Ltr	Weekly	4	<b>8 Ltr.</b>																						
9.		6. When the quantity of Bacillus thuringiensis var.israelensis (Bti) WP and Bacillus thuringiensis var.israelensis (Bti) AS and always based upon the NVBDCP/ Ministry of Health and family Welfare approved dosages and frequency. Hence your SOR for the above subject tender No. HLL/PCD/e-MCD-02/18-19 (SI No.2, e-Bid Ref No. (Event No. 300000371)) , should read as under:	As mentioned above at sl.no.5																								
		<table border="1" data-bbox="693 1175 1876 1421"> <thead> <tr> <th>Sl. No</th> <th>e-Bid Ref.No. (Event No.)</th> <th>Brief Description of item</th> <th>Consignee</th> <th>Approximate Required Qty.</th> <th>Bid Processing fee (in Rupees)</th> <th>Bid Security ( In Rupees)</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>3300000337 1</td> <td>Bacillus thuringiensis var israelensis (Bti)(WP) Strain – 164</td> <td>SDMC</td> <td>35,000 Kg.</td> <td>2950/-</td> <td>4,38,000.00</td> </tr> </tbody> </table>	Sl. No	e-Bid Ref.No. (Event No.)	Brief Description of item	Consignee	Approximate Required Qty.	Bid Processing fee (in Rupees)	Bid Security ( In Rupees)	2	3300000337 1	Bacillus thuringiensis var israelensis (Bti)(WP) Strain – 164	SDMC	35,000 Kg.	2950/-	4,38,000.00											
Sl. No	e-Bid Ref.No. (Event No.)	Brief Description of item	Consignee	Approximate Required Qty.	Bid Processing fee (in Rupees)	Bid Security ( In Rupees)																					
2	3300000337 1	Bacillus thuringiensis var israelensis (Bti)(WP) Strain – 164	SDMC	35,000 Kg.	2950/-	4,38,000.00																					

10.	<b>INSTRUCTIONS BIDDERS (ITB)</b>	6.2 The purchaser will evaluate bids based on all inclusive total Unit price quoted for the item in question at Consignee's site basis.	<table border="1"> <tr> <td></td> <td>Or Bacillus thuringiensis var israelensis (Bti) (AS)</td> <td>28,000 Ltr.</td> </tr> <tr> <td></td> <td>Or Bacillus thuringiensis var israelensis (Bti)(WP) Strain – ABIL</td> <td>1,40,000 Kg.</td> </tr> </table>		Or Bacillus thuringiensis var israelensis (Bti) (AS)	28,000 Ltr.		Or Bacillus thuringiensis var israelensis (Bti)(WP) Strain – ABIL	1,40,000 Kg.	<p><b>Amendment may be made:</b> 6.2 The purchaser will evaluate bids based on all inclusive total Unit price (inclusive of all taxes) quoted for the item in question at Consignee's site basis. Unit price here means equivalent units. Here, 0.8 Liter of BTI AS = 1 Kg for BTI WP Strain 164 = 4 Kg for BTI WP Strain ABIL.</p>																																							
	Or Bacillus thuringiensis var israelensis (Bti) (AS)	28,000 Ltr.																																															
	Or Bacillus thuringiensis var israelensis (Bti)(WP) Strain – ABIL	1,40,000 Kg.																																															
7. It is critical to note that while evaluating and comparing financial bid of qualified Bidders when the dosage and frequency amongst the quoted product for the same item are different then not only the unit price quoted by a bidder will be the basis of determining the L1 bidder the dose of the product and the frequency of that product should also be kept in mind and should be considered while evaluating the total cost of that particular product and then based upon the quoted unit price, dose and frequency only then the lowest cost should be declared as L1 out of the qualified bidder by the tendering authority.			We are giving hereunder an example towards calculation of the Total Cost based on quoted unit price, dose and frequency:																																														
			<table border="1"> <thead> <tr> <th></th> <th>Item</th> <th>Dosage per Hectare in polluted water as per NVBDCP approval</th> <th>Frequency as per NVBDCP approval</th> <th>No of sprays per month</th> <th>Monthly usage per Hectare</th> <th>Quoted Price as an example</th> <th>Total cost per month per Hectare</th> <th>Final Bid Price</th> </tr> <tr> <th>(1)</th> <th>(2)</th> <th>(3)</th> <th>(4)</th> <th>(5)</th> <th>(6)</th> <th>(7)</th> <th>(8)</th> <th>(9)</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td>[(3)X(5) Kg./Ltr</td> <td>(Rs.)</td> <td>[(6)X(7)] (Rs.)</td> <td>[(3)x(8)]</td> </tr> </thead> <tbody> <tr> <td>(a)</td> <td>Bacillus thuringiensis var israelensis 5% WP Strain – 164, Serotype H14</td> <td>5 Kg.</td> <td>Fortnightly</td> <td>2</td> <td>10 Kg.</td> <td>700.00</td> <td>7,000.00</td> <td>2.50 Crore</td> </tr> <tr> <td>(b)</td> <td>Bacillus thuringiensis var israelensis 5% WPStrain –</td> <td>10.0 Kg</td> <td>Weekly</td> <td>4</td> <td>40 Kg.</td> <td>700.00</td> <td>28,000.00</td> <td>9.80 Crore</td> </tr> </tbody> </table>		Item	Dosage per Hectare in polluted water as per NVBDCP approval	Frequency as per NVBDCP approval	No of sprays per month	Monthly usage per Hectare	Quoted Price as an example	Total cost per month per Hectare	Final Bid Price	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)						[(3)X(5) Kg./Ltr	(Rs.)	[(6)X(7)] (Rs.)	[(3)x(8)]	(a)	Bacillus thuringiensis var israelensis 5% WP Strain – 164, Serotype H14	5 Kg.	Fortnightly	2	10 Kg.	700.00	7,000.00	2.50 Crore	(b)	Bacillus thuringiensis var israelensis 5% WPStrain –	10.0 Kg	Weekly	4	40 Kg.	700.00	28,000.00	9.80 Crore	
	Item	Dosage per Hectare in polluted water as per NVBDCP approval	Frequency as per NVBDCP approval	No of sprays per month	Monthly usage per Hectare	Quoted Price as an example	Total cost per month per Hectare	Final Bid Price																																									
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)																																									
					[(3)X(5) Kg./Ltr	(Rs.)	[(6)X(7)] (Rs.)	[(3)x(8)]																																									
(a)	Bacillus thuringiensis var israelensis 5% WP Strain – 164, Serotype H14	5 Kg.	Fortnightly	2	10 Kg.	700.00	7,000.00	2.50 Crore																																									
(b)	Bacillus thuringiensis var israelensis 5% WPStrain –	10.0 Kg	Weekly	4	40 Kg.	700.00	28,000.00	9.80 Crore																																									

	ABIL, Serotype H14							
(c)	Bacillus thuringiensis var israelensis 12 Aqueous Suspension (12AS)	2.0 Ltr	Weekly	4	8 Ltr.	900.00	7,200.00	2.52 Crore

From the above calculation it is crystal clear why not only the unit price quoted by a bidder will be the basis of determining the L1 bidder the dose of the product and the frequency of that product should also be kept in mind and should be considered while evaluating the total cost of that particular product and then based upon the quoted unit price, dose and frequency only then the lowest cost should be declared as L1 out of the qualified bidder by the tendering authority.

11.

8. By keeping the identical quantity of the three biological products is highly misleading and arbitrary not only to the bidders but also the end-users i.e. the three Corporations.

As mentioned above at sl.no.10

12.

9. This will avoid any under utilization of dose of the product and will ensure efficacious use of the product based upon the trials and tests and then approval by Authority / Ministry of Health and Family Welfare.

As mentioned above at sl.no.10

13.

10. We would also like to bring to your kind attention to the tender No. HLL/PCD/MCD-05/14-15/BTI. This was the first tender of HLL Lifecare Ltd. for BTI WP OR BTI AS as a Rate Contract and not as per the previous practice of quantity contract for a specified quantity and hence in the first tender as a Rate Contract HLL Lifecare Ltd. have clearly specified how they are going to evaluate the unit price quoted by BTI WP bidder and BTI AS bidder. Please refer ITB clause 6.2 on page 11 of the said tender

As mentioned above at sl.no.10

“6.2. The purchaser will evaluate bids based on all inclusive total Unit price quoted for the item in question at Consignee’s site basis. Unit price here means equivalent units. Here, 1 Ltr. of Bti-AS will be equivalent to 2,39,000/1,91,200 kg of Bti-WP”

Since earlier to the Rate Contract tenders the price schedule have the item, quantity, price per unit and total price.

Relevant pages of tender document is enclosed as per Annexure F.

14.

11. Hence the comparison of unit price evaluation should be based upon 28,000 Ltr of BTI AS is equivalent to/35,000 Kg. for BTI WP Strain 164, and equivalent to/1,40,000 Kg for BTI WP Strain ABIL.

As mentioned above at sl.no.10

15.

12. We are bringing this to your kind attention prior to pre bid meeting so that before pre bid there will be a clarity for the

As mentioned above at sl.no.10



16.		prospective bidder and necessary corrigendum before pre bid may be issued with regard to SOR and clause 6.2 of ITB at the earliest.		As mentioned above at sl.no.10
17.		<p>13. HLL Lifecare Ltd. was known its reputation while dealing with the bidder impartially. However we feel in this instant case there seems to be some undue influence and pressure from various corners and competitors to break the long term association between HLL Lifecare Ltd., all three Corporations and us.</p> <p>14. We have been associated with HLL Lifecare Ltd. for the supply of Bacillus thuringiensis var. israelensis (Bti) WP for the last number of years and at no point of time have we ever had any grievances in dealing of HLL Lifecare Ltd. which have always fair and completely impartial.</p> <p>By not mentioning the exact CIB and NVBDCP approved quantities in the tender for the three biologicals (based upon the approved dose and frequency) in the SOR/e-Bid Enquiry and evaluating the bid based upon all inclusive total unit price quoted for the item in question, the procurement consultant will be doing grave injustice to the purchaser/end-user. It is the responsibility of the procurement consultant to inform and seek advise from the purchaser/end-user who may not be aware about the factual position as been placed on record by us in this para 3.</p>		As mentioned above at sl.no.10
18.		<p><b>M/s Biotech International Ltd:</b></p> <p>The particulars of the Tender have been mentioned in the Tender Document as follows:</p> <p>(a) Tender No. HLL/PCD/e-MCD-02/18-19 on cover page.</p> <p>(b) e-Bid Enquiry No. HLL/PCD/e-MCD-02/18-19 dt. 16.08.2018 in Section I on page 1.</p> <p>(c) Press Notice/IFeB No. HLL /PCD/e-MCD-02/18-19 dt. 08.08.2018 in ITB on page 5.</p> <p>Proforma B on pages 55 &amp; 56, Principal Manufacturer's Certificate Form-I on page 58 and Manufacturer's Authorisation Form-II on page 60 require to specify IFB No., whereas Bid Form on page 48, Certificate on page 63 and Undertaking on page 64 require to specify IFeB No. Please specify what No. and date has to be mentioned against each of the above requirements.</p>		IFB No./ IFeB No. is HLL /PCD/e-MCD-02/18-19 dt. 08.08.2018
19.	IFeB	2. On para 1 of page 1 of the Tender Document, it mentions "rate and consultant". In same para it mentions "rate and supplier". This may pleased be noted that "rate and consultant" is not defined anywhere in the Tender Document and this may be changed to "rate and supplier" of the product.		May be amended to Rate & Supplier.
20.		3. Point no.3 is already mentioned above.		
21.		4. In the entire Tender, it is mentioned that we have to submit all documents for e.g. Contract Form, Bid security form to the Purchaser and seek clarifications from the Purchaser. The Purchaser is defined in the Tender refers to SDMC, NDMC &		All the communication regarding tender will be with Procurement Consultant i.e. HLL Lifecare Ltd. of

22.		<p>EDMC on page 18. The final authority of the Bid is HLL — Procurement Consultant. Necessary amendment/clarification in this regard may please be made.</p> <p>5. On page 7 clause 5(a) (vii), copy of the audited financial statement, (balance sheet and Profit and Loss Account) for the last 3 years duly attested by Chartered Accountant is require be submitted. The last 3 years will be 2015-16, 2016-17, and 2017-18. We would like to inform you that our books of accounts for the year 2017-18 are under audit and the due date for finalization is 30th September, 2018. By 14.08.2018 we will not be able to submit the audited balance sheet/un audited balance sheet duly attested by CA for the year 2017-18. Hence we would request you to clarify that the audited balance sheets for the year 2014-15, 2015-16 and 2016-17 will suffice.</p>	<p>Purchaser.</p> <p>No Change. As per Tender Enquiry Document (TED)</p>
23.		<p>6. 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>No Change. As per Tender Enquiry Document (TED)</p>
24.		<p>7. 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) and page 19 clause 7 of the GCC.</p>	<p>No Change. As per Tender Enquiry Document (TED)</p>
25.		<p>8. 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:</p>	<p>As per prevailing rule/guidelines of Government of India as on the date of bid opening.</p>
26.		<p>Issue of Tender Document free of cost; Exemption from payment of EMD; and Price preference.</p> <p>9. On page 10, clause 9, the exemption of Bid security should be for the quoted products as per NSIC certificate and not for the specific product / stores as per bid enquiry since the bid enquiry is for a generic name of Bacillus thuringiensis var. israelensis W.P. or Bacillus thuringiensis var. israelensis AS.</p>	<p>As per prevailing rule/guidelines of Government of India as on the date of bid opening.</p>
27.		<p>10. 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.</p>	<p>No Change. As per Tender Enquiry Document (TED)</p>

28.		<p>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>11. 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 : rvs@biotech-int.com and healthbiotech-int.com.</p>	<p>No Change. As per Tender Enquire Document (TED)</p> <p>Pre-bid meeting minutes will be uploaded in the HLL website and CPP Portal.</p>
29.		<p>12. In clause 23.1 on page 15, EDMC may please be added.</p>	<p>Where ever required, EDMC may be added.</p>
30.		<p><u>GENERAL CONDITIONS OF CONTRACT (GCC)</u></p> <p>13. Clause 1.1(e) and (h) on page 18, EDMC may please be added.</p>	<p>Where ever required, EDMC may be added.</p>
31.		<p>14. 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><b>No Change.</b> As per Tender Enquiry Document (TED)</p>
32.		<p>15. 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><b>No Change.</b> As per Tender Enquiry Document (TED)</p>
33.		<p>16. On page 25, Clause 20, Bidder/supplier shall not be effected or held responsible or involved on account of disputes between the Procurement Consultant, Purchaser, Consignee.</p>	<p><b>No Change.</b> As per Tender Enquiry Document (TED)</p>
34.		<p style="text-align: center;"><u>SCHEDULE OF REQUIREMENTS (SOR)</u></p> <p>17. We understand but please confirm that consignee for Event No. 3000003371 is SDMC only in the SOR on page 31 for the quantity to be purchased on the finalization of the present Rate Contract to be issued under the subject tender/IFeB hence NDMC and EDMC will not be the purchaser/consignee under the said finalized Rate Contract of Event No. 3000003371 of Bacillus thuringiensis var. israelensis (Bti).</p>	<p>Common Tender has been floated for SDMC, NDMC and EDMC. At this stage current requirement is for SDMC.</p>

35.		18. Clause 6 on page 31 available shelf life should be <b>minimum</b> 5/6th of the CIB approved shelf life of the larvicide/insecticide.	No Change. As per Tender Enquiry Document (TED)
36.		<u>TECHNICAL SPECIFICATIONS</u> 19. In Para 2, CIB & 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 & 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 & RC under Section 9(3) of the Insecticide Act, 1968 and amendment thereof.	No Change. As per Tender Enquiry Document (TED)
37.		20. Shelf life of the product should be minimum 5/6th. The word "minimum" may please be added.	As mentioned above at sl.no.35
38.		<u>QUALIFICATION CRITERIA (QC)</u> 21. On Page 45, 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 of any of the products required under the tender/IFeB.	It may be clarified that Performance has to be given for minimum of 25% only for the quoted product.
39.		<u>SECTION VIII</u> 22. On page 55-56 original Form I/Form II may be submitted. Since as per the bid document only processing fee and bid security is asked to submit physically. Please confirm whether original Form I / Form II will also required to be submitted.	It may be clarified that Only Bid processing fee and bid security has to be submitted in Physical form.
40.		<u>CHECK LIST</u> 23. Activity 32 should be added on page 67 to state. - Have you submitted Test Protocol for the quoted product ?.	No Change. As per Tender Enquiry Document (TED).
41.		24. The Pre Contract Integrity Pact i.e. attached as per Appendix A cannot be signed as it is. There are lot of clarifications that are required by us which may please clarified. We would humbly request you to give us a reasonable time before the bid submission date so that we may discuss the same in details. The Pre contract Integrity Pact should be applicable for both the bidders and the qualified Rate Contract holder. Also Pre Contract Integrity pact should be provided to us duly signed by the authorized representative of HLL Lifecare Ltd. before the date of bid submission so that the same can be uploaded duly signed by us alongwith our bid.	No Change. As per Tender Enquiry Document (TED).
		<b>Additional Points raised during Pre-bid Meeting</b>	
42.		Excise duty/VAT mentioned in the Bid document to be changed to GST.	Necessary amendment may be issued.

