

Amendment No. 2

Date: 31/10/2020

Sub: Global Tender Enquiry no. HLL/SOURCING/ COVID-19/018/2020 dated 14/10/2020 FOR PROCUREMENT OF IMPORTED LIQUID OXYGEN FOR VARIOUS HOSPITALS OF CENTRAL AND STATE GOVERNMENT ON BEHALF OF MINISTRY OF HEALTH & FAMILY WELFARE, GOVERNMENT OF INDIA

Ref: Pre-bid meeting held on 19/10/2020, 3 PM (IST).

The following changes are being incorporated in the subject tender enquiry document (TED):

Sl. No.	<u>Clause no.of TED (Pg.no.)</u>	<u>FOR</u>	<u>READ</u>
1.	<u>Page 1</u>	STATE GOVERNMENT	STATE GOVERNMENT
2.	<u>Page 1</u>	0472-2354949	0471-2354949
3.	<u>Section-I</u> <u>NIT, Para.1, Pg.no.5</u>	PROCUREMENT OF IMORTED LIQUID OXYGEN	PROCUREMENT OF IMPORTED LIQUID MEDICAL OXYGEN
4.	<u>Section-I</u> <u>NIT, Para.1, Pg.no.5</u>	Quantity 100,000 MT	Quantity 50,000 MT
5.	<u>Section-I</u> <u>NIT, Para.1, Pg.no.5</u>	EMD Amount In INR for full Quantity 9,84,00,000/-*	EMD Amount In INR for full Quantity 4,92,00,000/-*
6.	<u>Section-I</u> <u>NIT, Para.1, Pg.no.5</u>	<p>i) Rs. 9,84,00,000/- is an EMD for the entire tender quantity. Bidders can choose to bid for the entire quantity or part quantity as per their capacity. However, the bidders must quote a minimum of 50% of the tendered quantity for being eligible, otherwise their bid shall be liable for rejection.</p> <p>ii) The Bidders shall submit their EMDs' in proportion to their offered quantity. For instance, if a bidder has to offer 50% of tendered quantity, then the EMD to be submitted shall be 50% of the EMD amount as mentioned above i.e Rs.4,92,00,000/- Hence Minimum EMD amount is Rs.4,92,00,000/-</p>	<p>i) Rs. 4,92,00,000/- is an EMD for the entire tender quantity. Bidders can choose to bid for the entire quantity or part quantity as per their capacity. However, the bidders must quote a minimum of 50% of the tendered quantity for being eligible, otherwise their bid shall be liable for rejection.</p> <p>ii) Minimum EMD to be submitted is Rs.2,46,00,000/- for 50% quantity to be eligible. Proportionate EMD to be submitted for quantity offered between 50% to 100%.</p>

Sl. No.	Clause no.of TED (Pg.no.)	FOR	READ
7.	Section-I NIT, Para.1, Pg.no.5		Add the following clause after Para 1(iii). Note: Foreign Manufacturer/Bidder may submit Equivalent amount of EMD in foreign currency
8.	Section-I NIT, Para.2, Pg.no.6	Email: oxygen@lifecarehll.com	Email: oxygen@lifecarehll.com
9.	Section-I NIT, Para.4, Pg.no.6	4. EARNEST MONEY DEPOSIT (EMD) / BID BOND: a. Bidders shall furnish EMD for Rs 9,84,00,000/-or Rs. 4,92,00,000/- (Minimum Eligibility EMD amount) or amount as applicable in the following forms:	4. EARNEST MONEY DEPOSIT (EMD) / BID BOND: a. Bidders shall furnish EMD for Rs 4,92,00,000/-or Rs. 2,46,00,000/- (Minimum Eligibility EMD amount) or amount as applicable in the following forms:
10.	Section-I NIT, Para.6.ii) Pg.no.8	There should not be any overwriting or white ink used on the Price Bid.	There should not be any overwriting or white ink used on the Price Bid. Such bid shall be rejected.
11.	Section-I NIT, Para.6.v) Pg.no.8	Encloser-12	Enclosure-12
12.	Section-II, Scope of work, Technical Specification, Delivery Schedule, Consignee/Storage Location Para.1. Scope, Pg.no.10		Add the following after para h of 1.scope : i. Bidder/Supplier shall ensure that ISO containers should not be at a pressure exceeding 5 Bar at the time of decantation.
13.	Section-II, Scope of work, Technical Specification, Delivery Schedule, Consignee/Storage Location Para.2. Technical specification Pg.no.10		Add the following after 2. Technical Specification: 5. Incoming ISO containers should not be at a pressure exceeding 5 Bar at the time of decantation.
14.	Section-II, Scope of work, Technical Specification, Delivery	The date of delivery will be the date when the consignment reaches the port	The date of delivery will be the date when the consignment reaches at consignee site/

Sl. No.	Clause no.of TED (Pg.no.)	FOR	READ																																																								
	<u>Schedule, Consignee/Storage Location Para.3.b, Pg.no.11</u>	of destination.	Storage Point.																																																								
15.	<u>Section-II, Scope of work, Technical Specification, Delivery Schedule, Consignee/Storage Location , Pg.no.11</u>	<p>DELIVERY SCHEDULE</p> <table border="1"> <thead> <tr> <th>SN</th> <th>NO OF DAYS</th> <th>QUANTITY IN METRIC TONS</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>D+30</td> <td>10,000</td> </tr> <tr> <td>2</td> <td>D+40</td> <td>15,000</td> </tr> <tr> <td>3</td> <td>D+50</td> <td>10,000</td> </tr> <tr> <td>4</td> <td>D+60</td> <td>15,000</td> </tr> <tr> <td>7</td> <td>D+70</td> <td>15,000</td> </tr> <tr> <td>8</td> <td>D+80</td> <td>15,000</td> </tr> <tr> <td>9</td> <td>D+90</td> <td>20,000</td> </tr> </tbody> </table>	SN	NO OF DAYS	QUANTITY IN METRIC TONS	1	D+30	10,000	2	D+40	15,000	3	D+50	10,000	4	D+60	15,000	7	D+70	15,000	8	D+80	15,000	9	D+90	20,000	<p>DELIVERY SCHEDULE</p> <table border="1"> <thead> <tr> <th>S N</th> <th>NO OF DAYS</th> <th>QUANTITY IN METRIC TONS (For 50,000 MT)</th> <th>QUANTIT Y IN METRIC TONS (For 25,000 MT)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>D+30</td> <td>5,000</td> <td>2,500</td> </tr> <tr> <td>2</td> <td>D+40</td> <td>7,500</td> <td>3,750</td> </tr> <tr> <td>3</td> <td>D+50</td> <td>5,000</td> <td>2,500</td> </tr> <tr> <td>4</td> <td>D+60</td> <td>7,500</td> <td>3,750</td> </tr> <tr> <td>5</td> <td>D+70</td> <td>7,500</td> <td>3,750</td> </tr> <tr> <td>6</td> <td>D+80</td> <td>7,500</td> <td>3,750</td> </tr> <tr> <td>7</td> <td>D+90</td> <td>10,000</td> <td>5,000</td> </tr> </tbody> </table> <p>Note: Delivery schedule will be in proportion to the quantity offered/ordered in line with above matrix.</p>	S N	NO OF DAYS	QUANTITY IN METRIC TONS (For 50,000 MT)	QUANTIT Y IN METRIC TONS (For 25,000 MT)	1	D+30	5,000	2,500	2	D+40	7,500	3,750	3	D+50	5,000	2,500	4	D+60	7,500	3,750	5	D+70	7,500	3,750	6	D+80	7,500	3,750	7	D+90	10,000	5,000
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16.	<u>Section-II, Scope of work, Technical Specification, Delivery Schedule, Consignee/Storage Location Para.4, Pg.no.11</u>	Consignee /Store Location is attached at Enclosure 9.	Consignee /Store Location with spare storage space allocated for imported liquid medical oxygen is attached at Enclosure 9.																																																								
17.	<u>Section-III, Eligibility Criteria and Document , Clause A, Pg.no.11</u>	2. Annual Average Turnover of the Bidder (foreign manufacturer) in last three financial years should not be less than Rs. 250 Crore. (equivalent in foreign currency as applicable to the bidder)	2. Annual Average Turnover of the Bidder (foreign manufacturer) in last three financial years should not be less than Rs. 125 Crore. (equivalent in foreign currency as applicable to the bidder)																																																								
18.	<u>Section-III, Eligibility Criteria and Document , Clause A, Pg.no.11</u>	3. If bid is submitted by Authorized Indian Agent/ Indian Supplier on behalf of foreign manufacturer, their Annual Average Turnover in last three financial years should not be less than Rs. 50 /-Crore. In addition to this the	3. If bid is submitted by Authorized Indian Agent/ Indian Supplier on behalf of foreign manufacturer, their Annual Average Turnover in last three financial years should not be less than Rs. 10 /-Crore. In addition to this the condition as mentioned under																																																								

Sl. No.	<u>Clause no.of TED (Pg.no.)</u>	<u>FOR</u>	<u>READ</u>
		condition as mentioned under clause 2 above should also be fulfilled.	clause 2 above should also be fulfilled.
19.	<u>Section-III, Eligibility Criteria and Document , Clause A, Pg.no.12</u>		<p><u>Added the following after Para 4:</u></p> <p>5. Bidder quoting as manufacturer should have executed cumulative orders of Liquid Medical Oxygen Supplies of atleast Rs. 5 Cr. (in equivalent currency) in last 3 years as on the date of tender opening. Bidders quoting as authorised agent of manufacturer if do not have independent experience, experience of manufacturer authorising them will be considered for eligibility.</p> <p>The Bidder shall furnish copy of Purchaser order/supply order along with documentary proof of satisfactory execution in respect of above, duly translated in English and duly notarized in the Country of origin, along with the tender.</p>
20.	<u>Section-III, Eligibility Criteria and Document , Para.ix., Pg.no.12</u>	ix. Foreign bidder must be duly represented by an agent stationed in India. Letter, Power of Attorney /agreement shall be enclosed for authorizing responsibility of Indian Agent	<p>ix.(a) Bid submitted by foreign manufacturer directly must be represented by an agent stationed in India. The letter of authority indicating their responsibility along with certified copy of agency agreement indicating agency commission (if included in quoted price) in percentage.”</p> <p>(b) The Authorized Indian Agent submitting bid with CIF price bid in foreign currency, the original Proforma Invoice of foreign manufacturer whose goods are offered along with certified copy of agency agreement indicating agency commission (if included in quoted price) in percentage.</p>
21.	<u>Section-III, Eligibility Criteria and Document , Pg.no.12</u>		<p><u>Add the following after Para xii:</u></p> <p>xiii. Copies of purchase orders/supply orders received in last three years along with documentary proof of satisfactory execution, duly translated in English and duly notarized in the country of origin.</p>
22.	<u>Section-IV, GIT, Para.2.a., Pg.no.13</u>	other language provided the same is accompanied by an English translation	other language provided the same is accompanied by an English translation duly notarized
23.	<u>Section-IV, GIT, Para.2.b., Pg.no.13</u>	provided that the same are accompanied by English translation,	provided that the same are accompanied by English translation, duly notarized,

HLL Lifecare Limited, Corporate Office, HLL Bhavan, Poojapuram, Trivandrum-
695012, India

Sl. No.	<u>Clause no.of TED (Pg.no.)</u>	<u>FOR</u>	<u>READ</u>
24.	<u>Section-IV, GIT, Para.5.2., Pg.no.13</u>	http://www.lifecarehll.com/tender or CPP Portal.	http://www.lifecarehll.com/tender and CPP Portal.
25.	<u>Section-IV, GIT, Para.7.2., Pg.no.14</u>	Tenders, where prices are quoted in any other currency apart from 6.1 may not be accepted and are liable to be ignored.	Tenders, where prices are quoted in any other currency apart from 7.1 may not be accepted and are liable to be ignored.
26.	<u>Section-IV, GIT, Para.8.1., Pg.no.14</u>	The relevant tender documents should be dully signed by an authorized person.	The relevant tender documents should be duly signed by an authorized person.
27.	<u>Section-IV, GIT, Para.11.1, Pg.no.15</u>	If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Procurement Agency feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.	If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
28.	<u>Section-IV, GIT, Para.11.3, Pg.no.15</u>	If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 10.1 and 10.2 above.	If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 11.1 and 11.2 above.
29.	<u>Section-IV, GIT, Para.11.5, Pg.no.15</u>	Copy of cancel check may also be submitted along with the Techno-commercial Bid.	Copy of cancelled cheque may also be submitted along with the Techno-commercial Bid.
30.	<u>Section-IV, GIT, Para.11.5, Pg.no.15</u>		Add the following clause after Para 11.5:- 11.6. The supplier shall take back empty ISO containers within 3 days of decanting at consignee site/storage.
31.	<u>Section-V, SCC, Para.2.1, Pg.no.16</u>	shall be compared on Delivery Duty Paid (DDP) consignee site basis and L1 shall be determined.	Shall be compared on Delivery Duty Paid (DDP, Incoterms 2020) consignee site basis and L1 shall be determined.
32.	<u>Section-V, SCC, Para.3.B.(i), Pg.no.16</u>	(i) One Bid per Bidder/ Manufacturer: A manufacturer or their authorized agent or authorized supplier any other firm whom the manufacturer has committed to supply	(i) (a) One Bid per Bidder/ Manufacturer: A manufacturer or their authorized agent or authorized supplier any other firm whom the manufacturer has committed to supply the goods for the purpose of this tender, any

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		the goods for the purpose of this tender, any one of them can submit the bid. If both submit the bid, both the bids will be liable for rejection.	one of them can submit the bid. If both submit the bid, both the bids will be liable for rejection. (b) The Indian agent/supplier submit the bid/bids offering the goods manufactured by more than one foreign manufacturer, such bids will be liable for rejection.
33.	<u>Section-V, SCC, Para.4.1, Pg.no.17</u>	(Enclouser-7)	(Enclosure-7)
34.	<u>Section-V, SCC, Para.4.1, Pg.no.17</u>	The successful tenderer must furnish to the Procurement Agency the required performance security within 10 days from the date of issue of this notification, failing which the EMD will forfeited and the award will be cancelled.	The successful tenderer must furnish to the Procurement Agency the required performance security within 15 days from the date of issue of this notification, failing which the EMD will forfeited and the award will be cancelled.
35.	<u>Section-V, SCC, Para.6, Pg.no.18,19</u>		Add the following before Para 6.1: The payment shall be released within 15 working days subject to receipt of bills, complete in all respect as per the terms of payment mentioned in the TED. In case any discrepancy in the submitted documents, the 15 days will be counted from the date of receipt of corrected documents.
36.	<u>Section-V, SCC, Para.8, Pg.no.19</u>	INSPECTION AND TESTING: Manufacturer should furnish the Quality Report certifying purity not less than 95.5% purity as specified in Technical Specifications.	INSPECTION AND TESTING: Manufacturer should furnish the Quality Report certifying purity not less than 99.5% purity as specified in Technical Specifications.
37.	<u>Section-V, SCC, Para.10, Pg.no.19</u>	10. LIQUIDATED DAMAGES: Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Procurement Agency/ Consignee beyond the agreed schedule, the Supplier shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof of the order value, subject to maximum of 10% of the order value for the undelivered portion.	10. LIQUIDATED DAMAGES: Time is an essence of the contract therefore the job, as ordered, should be completed on the dates mutually agreed upon in accordance with the delivery schedule. In cases of delay not attributable to Procurement Agency/ Consignee beyond the agreed schedule, the Supplier shall pay liquidated damages, a sum representing 0.5% (Half per cent) per week or part thereof of the order value, subject to maximum of 10% of the order value for the undelivered portion. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST also which in turn shall be deducted from the supplier.

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38.	<u>Section-V, SCC, Para.13.3, Pg.no.20</u>	13. OPTION CLAUSE: 13.3 Considering the fact that imported oxygen is being Procurement through this tender for Covid-19 pandemic management, Procurement Agency can decide to order beyond the limits as mentioned above with approval of competent authority if situation so demands.	Add the following under clause 13.3: However, in this case PA/Purchaser reserves the right to negotiate with the supplier.
39.	<u>Section-V, SCC, Para.14, Pg.no.20,21</u>	Procurement Agency retains the right to extend the contract beyond the originally contracted period at the same rate, terms and conditions of the contract.	Procurement Agency/Purchaser reserves the right to extend the delivery period with or without LD beyond the originally contracted period at the same rate, terms and conditions of the contract. Add the following: However, PA/Purchaser reserves the right to negotiate with the supplier.
40.	<u>Section-V, SCC, Para.21.1, Pg.no.22</u>	clause 4.	Clause 2.
41.	<u>Section-V, SCC, Para.23.2, Pg.no.23</u>	23 Resolution of disputes 23.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the Procurement Agency or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India or amendments thereof. In the case of a dispute or difference arising between the Procurement Agency and a Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by C&MD (HLL Lifecare Limited). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-)	23 Resolution of disputes (i) If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the contract / agreement the parties shall endeavor to settle all such disputes, differences, claims or questions through mutual discussion or negotiation and in the event of failure to amicably settle any such disputes, differences, claims or questions, within twenty-one days of its occurrence the same shall be referred for arbitration to a Sole Arbitrator to be nominated jointly by the parties. The appointment of arbitrator and the Arbitration proceedings shall be in accordance with the Arbitration Act 1996 and / or any statutory enactment or modification thereof. The costs of arbitration including arbitrator fees must be equally borne by the parties. The proceedings of arbitration shall be in English language. The arbitration award shall be final and binding among the Parties. (ii) In the event of any dispute between Central Public Sector Enterprises

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			(CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) , such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
42..	<u>Section-V, SCC, Para.23.2, Pg.no.23</u>	23.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi/NCR, India. 23.5 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India	23.4 Venue of Arbitration: The venue of arbitration shall be New Delhi/NCR, India. 23.5 Jurisdiction of the court will be New Delhi, India
43.	<u>Section-V, SCC, Para.26.1, Pg.no.23</u>	constructed	construed
44.	<u>Section-V, SCC, Pg.no.24</u>	Email : Oxygen@lifecarehll.com	Email : oxygen@lifecarehll.com
45.	<u>Section-V, GT&C, Clause 4.1 and 4.2 , Page No. 25</u>	4. RISK PURCHASE 4.1 If the equipment.....prevailing bank rate of interest. 4.2 The PA shallBidder/Supplier/Contractor.	DELETED
46.	<u>Section-V, GT&C, Clause 21 , Page No. 28</u>	21. CANCELLATION OF ORDER 21.1 The Purchaser.....at his cost. 21.2 In case of breach..... termination of contract. 21.3 In case of..... Bidder/Supplier/Contractor.	DELETED
47.	<u>Section-V, GT&C, Clause 31 , Page No. 29,30</u>	31 REJECTION OF MATERIALS 31.1 Should the articles.... of such disposal.	DELETED
48.	<u>Section-V, GT&C, Clause 32 , Page No. 30</u>	32 TECHNOLOGICAL DEVELOPMENTS / MODIFICATIONS 32.1 The Bidder/Supplier/Contractor prior consent. 32.2 If the Purchaser.....equipment. 32.3 Where the.....in the Owners. 32.4 Prior approval.....agreed to. 32.5 The Sub-contractor.....lifetime	DELETED

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		spares.	
49.	Section-V, GT&C, Clause 34 , Page No. 30	34 BANK GUARANTEE / INSURANCE COVER FOR FREE ISSUE MATERIAL 34.1 The Bidder/Supplier/Contractorwhichever is later.	DELETED
50.	Enclosure -2, Tender Form, Pg.no.31	in accordance with the delivery schedule specified in the List of Requirements.	In accordance with the delivery schedule specified in the section-II Scope of work, Technical Specification and Delivery Period.
51.	Enclosure -2, Tender Form, Pg.no.31	We agree to keep our tender valid for acceptance as required in the Section IV clause no 3, read with modification, if any in – GENERALTERMS & CONDITIONS and special Conditions of the contract”	We agree to keep our tender valid for acceptance as required in the clause no 4, Section IV (General Instructions to Tenderers), read with modification, if any in – GENERAL TERMS & CONDITIONS and special Conditions of the contract”
52.	B) PRICE SCHEDULE FOR GOODS OF FOREIGN ORIGIN QUOTED IN FOREIGN CURRENCY + INR, Pg.no.33	*** to be quoted in foreign Currency	*** to be quoted in foreign Currency (.....Mention the Currency)
53.	Enclosure -5 MANUFACTURER'S AUTHORISATION FORM, Pg.no.35	We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.	We also hereby extend our full guarantee as per clause 7 of special conditions of contract, read with modification, if any, for supply of Liquid Medical Oxygen of minimum 99.5% purity as per technical specification mention in section II of Tender document by above firm against this tender enquiry document.
54.	Enclosure -6 BANK GUARANTEE FORM FOR PERFORMANCE SECURITY, Pg.no.36	This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to (indicate date).	This guarantee shall be valid till such time to cover 60 days beyond contractual obligations from the date of Notification of Award i.e. up to (indicate date).
55.	Enclosure -8 CONSIGNEE RECEIPT CERTIFICATE, Pg.no.39	5) Quantity Supplied :	5)(a) Quantity Supplied :..... (b) Quality Testing: (Done/Not done)..... (c) Quality Supplied: (Complying/Not Complying)
56.	Enclosure -9,Consignee List/ Storage Location Pg.no.40,41	Total Liquid Oxygen Storage Storage space allocation for Imported Medical Oxygen	Total Liquid Medical Oxygen Storage (MT) Storage space allocation for Imported Liquid Medical Oxygen (MT)

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57.	Enclosure - 10,CHECKLIST, 1.b,Pg.no.44	Enclouser-4	Enclosure-4
58.	Enclosure -11 PRE-CONTRACT INTEGRITY PACT, Pg.no.46	is made on 31 ST day of the month of MAY 2018	is made onday of the month of 2020
59.	General	Procurement Agency OR PA (wherever mentioned in the tender document)	Procurement Agency/Purchaser OR PA/Purchaser
60.	General	Liquid Oxygen (wherever mentioned in the tender document)	Liquid Medical Oxygen

- Enclosure: 1. Revised Tender Form- Enclosure-2**
2. Revised Manufacturer's Authorization Form- Enclosure-5
3. Revised Consignee Receipt Certificate- Enclosure-8

All other contents of the tender enquiry document including terms & conditions remain unaltered. The prospective bidders are advised to submit their bids considering above amendments.

Note: Prospective Bidders are also advised to check the website regularly prior to the Closing date and time of submission of bids.

Enclosure-2, Revised Tender Form is mentioned below:

Enclosure -2

TENDER FORM

To,
VP Sourcing
HLL Lifecare Limited

Date

Ref. Your TE document No. _dated _

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. , dated _ _ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver (*Description of goods and services*) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the section-II, Scope of work, Technical Specification and Delivery Period.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable as per tender and read with modification, if any, in – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the clause no 4, Section IV (General Instructions to Tenderers), read with modification, if any in – GENERAL TERMS & CONDITIONS and special Conditions of the contract” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)
(Name and designation)

Duly authorised to sign tender for and on behalf of

Enclosure-5, Revised MANUFACTURER'S AUTHORISATION FORM is mentioned below:

Enclosure -5

MANUFACTURER'S AUTHORISATION FORM

VP- Sourcing
HLL Lifecare Limited

Dear Sir,

Ref: Your TE document No _ dated

We,

_____ who are proven and reputable manufacturers of _____ (name and description of the goods offered in the tender) having factories at _____, hereby authorise Messrs _____ (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):
_____ (please provide reason here).

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full guarantee as per clause 7 of special conditions of contract, read with modification, if any, for supply of Liquid Medical Oxygen of minimum 99.5% purity as per technical specification mention in section II of Tender document by above firm against this tender enquiry document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly”

Yours faithfully,

Note:[Signature with date, name, designation and Email] for and on behalf of Messrs _____

[Name & address of the manufacturers]

(1) This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

(2) Original letter may be sent.

(3) The Procurement Agency reserves the right to verify this document with its signatory.

Enclosure-8, Revised CONSIGNEE RECEIPT CERTIFICATE is mentioned below:

Enclosure -8

C ONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following store(s) has/ have been received in good condition:

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with telephone
No. & Fax No./Email : _____
- 4) Name of the goods supplied : Liquid Medical Oxygen _
- 5) (a) Quantity Supplied : _____
- (b) Quality Testing(Done/Not done) : _____
- (c)Quality Supplied(Complying/Not Complying) : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized
Representative of Consignee : _____
- 8) Signature of Authorized Representative
of Consignee with date : _____
- 9) Seal of the Consignee : _____