MINISTRY OF HEALTH & FAMILY WELFARE
Government of India
Through
Materials System Management Division,
RITES OFFICE COMPLEX - II, ANNEX BUILDING, 4th Floor, Plot No.144, Sector 44, Gurgaon - 122003, Haryana, India

Minutes of Pre-Bid Conference

For

Procurement of **First line, second line & XDR Anti TB Injections (PC-5, PC-17, PC-27, PC-35, PC-36 & PC-42)** through International Competitive Bidding (ICB)

Bid Ref. No: RITES/MSM/EPW/RNTCP/02/2013-DOM/GFATM

Aug 12th 2013 at 14:30 Hrs (Local Time)

1. Followings RITES officials were present during the pre-bid meeting

    1. Mr.V.Sudhakara Rao, GM/MSM, RITES
    2. Mr.Bansi Lal, Consultant/EPW/MSM, RITES
    3. Ms. Purnima, PE/RNTCP
    4. Mr. P.V.Dutta, AM/MSM
    5. Mr. Anil Gupta, Pharma Expert/ MSM

   Followings Firms' officials were present during the pre-bid meeting

    1. Mr. Naresh Prajapat, AGM AGM-International Mktg., UMEDICA Labs Pvt. Ltd.
    2. Mr. Sachin C. Gandhi, Director, Vital Healthcare Pvt. Ltd.
    3. Mrs Meera Gandhi, MD, Vital Healthcare Pvt. Ltd.
    4. Mr.Akhilesh Chander, Laborate Pharmaceuticals Ltd.
    5. Mr.Ankit Nijhawan, Laborate Pharmaceuticals Ltd.

2. Tender has been invited through ICB from all the eligible bidders.

3. Initiating the discussion, Mr. V.Sudhakara Rao, GM/MSM welcomed the participants. It was explained that purpose of Pre-bid meet is to educate the bidders regarding various important provisions of the bidding documents and also to clarify any queries that the bidders may have regarding commercial or technical issues in the subject bidding documents.

4. The issues raised during the pre bid meeting and clarifications are as under: -

S No	Query	Clarification
1.	**Query:** - Ref. Page. No 13 Section I Point no.6.1 (d) - For GFATM funded schedule no 24. Kindly clarify the purpose of getting this fund from overseas and having a stringent condition of qualification criteria of WHO pre qualified/member ICH etc for this particular lot which is hardly 10% of the total qty. This discrimination for suppliers within same tender enquiry for the same population is unfair to the people of India & will be an added burden on our scarce recourses. Why this discrimination even for the bidders when the same bidder is supplying the same product to the same destination as an eligible bidder, but is not eligible just because he does not have WHO pre-qualification for GFATM funded schedule. Request to delete the clause of insisting on only WHO prequalified suppliers for eligibility. Alternately in the interest of fair play and for the purpose of procuring the same product from such suppliers , it must be insisted and made mandatory for such supplier's, to match the L1 bidder price which is the lowest amongst all the other schedules(I to XXIII)	No change is required in bid document.
2.	**Query:** Ref. Page. No 14 Point no. 6 (d) (i) (d) (i) - For domestic bidders is it necessary to have individual products COPP	*COPP is required for all drugs irrespective of GFATM funded or otherwise. Refer Amendment 3 to the bid document.*
3.	**Query:** Kindly clarify your point on page 14 (section 1: Instruction to the Bidders) under heading other qualification requirements for all bidders are : A) (I) (c) Manufacturer Bidders- Kindly clarify with example whether it means that if 1,. product in a particular strength has 2 or more years of mfg & marketing performance, than for same product in different strength with less than 2 yrs of mfg/marketing experience, is that product eligible too	As per bid condition Experience of manufacturing and marketing an Anti TB drug in one strength/size shall be considered as having experience of manufacturing and marketing that Anti-TB drug in other strength also, provided the *supplier has valid manufacturing license for the strength*
4.	**Query:** Ref Page. No 15 Section I Point no. 16(f) 3 - Why should the	No change is required in bid document.

S No	Query	Clarification
	criteria of Appendix B for qualify multiple schedules (I to XXIV) be "Cumulative)? Any bidder's capacity & quality of product is important but restricting by turnover is restrictive Trade practice under MRTP Act & not fair to a bidder as this quantity required by RITES/MOH is for nearly 24 months & not for 6-12 month period so prorata 2 years time or (2 years cumulative annual turnover in any of last 3 years or average of 50% of last 3 years) must be a fair & reasonable criteria for eligibility as never MOH has any of its past history floated such a huge quantity of tender for such a long period/terms of supply & doing so now is tantamount to denial of equal opportunity to many past suppliers bidders who may be deprived/ restricted in participating in many/all schedule. Request for correction accordingly	
5.	**Query:** Ref Page. No 15 Section I Point no. 16(f) 4 - For getting Certificate from API supplier's commitment why it is necessary as the onus is on the Bidder for compliance than it is possible that some API suppliers may not give in writing such commitments at all or in time before due date of tender so why should the bidder be at their mercy? (and invite rejection of bid). As a WHO GMP certified company we one has to procure inputs specially API's from only approved vendors hence such commitment letters from API supplier's is not necessary.	No change is required in bid document.
6.	**Query:** Refer page 16 Section 1: Instruction to the Bidders regarding the matter of Cumulative criteria for Manufacturer Bidders please clarify whether it means that if max. Value of any schedule (eg. - Schedule XX) is Rs. 70,00,000 (as mentioned in Appendix A) than any 1 contract if the bidder has executed which is over Rs. 71,00,000, is this amount sufficient for eligibility for all the 24 schedules mentioned in Appendix A? Same way for Appendix B is any 1schedule(e.g Schedule XX Rs. 2.1Crore) criteria eligibility sufficient to be eligible for rest of all the 24 schedules? Kindly clarify this point for Manufacturer & Non Manufacturer Bidders. For Non Manufacturer Bidders cumulative criteria shall apply or not kindly clarify this.	The qualification requirements on this issue is clear in the bid documents. The cumulative criteria will not be applicable for the successfully completed contract. This is applicable for both Manufacturer and Non-manufacturer bidders. (Refer: Sub clause A (i)(f)(1), 'Note' on page 16 of the bid document and B (b) Para 2).
7.	**Query:** Ref Page No.17 Sec I Point no. 6 (c) - Normally a tender is	No change is required in bid document.

S No	Query	Clarification
	for 12 month period for which your criteria for turnover as at least 50% of the total bid amount may be adequate, but since this tender is for 24 months, the criteria should be reduced to 25% in place of 50% which kindly consider.	
8.	**Query:** Ref Page No. 33 Sec I Point no. 31.3 - If the lowest bidder fails to meet the various criteria under the substantial responsive criteria clause, is the second lowest bidder who meets the requirements, automatically gets selected for award of the contract?	Selection of successful bidder will be as per clause 31.3 of Section I ITB of bid document. Please also refer clause 34 of Section I ITB.
9.	**Query:** Is it necessary to have the price bid only in typed form for the rate & total in figure & words or a hand written detail duly signed wherever required is acceptable?	Price bid should be legible without any corrections or ambiguity. Corrections, if any should be properly countersigned. (Refer ITB Clauses 15.3 &20.3 of bid document.)
10.	**Query:** Ref Page No. 33 Sec I Point no.31.4- Do we have to submit more than 1schedule quotation as separate per schedule or a single copy of price schedule mentioning various schedule numbers with same or different prices in the same copy is acceptable?	As per the bid document separate sheet for each schedule is to be provided. (Refer Section V Sample Form 2 (a) 2(b) & , Note on Pg 198/199 of bid document).
11.	**Query:** Is there any criteria where bids are finalized based on previous supplies rates as criteria for selection?	Clauses 31, 32, 33 of ITB in the bid document govern the basis for the selection of successful bidder.
12.	**Query:** Ref Page No. 45 Sec II Point no. 9.1- For Inspection_& test what is the time span for drawing samples after intimation to the Agency & for the release of the reports for dispatch. Just as bidders are bound by a time frame for supplies, similarly the inspection & testing agency must also be accountable for a time frame during which they must sample after intimation &, release the report for dispatch and intimate the bidders within the specified time and this should be made part of the contract of this tender. Once the bidder offers the goods for inspection, his liability must cease with respect to delay in supplies as the onus is supposed to shifted on the inspection & testing agency for a release of goods, because the bidder will offer for inspection only after his goods are tested and ready for dispatch.	No change is required in bid document.

S No	Query	Clarification
13.	**Query:** Ref Page No. 47 Sec II Point no. 9.1(e)- With respect to the Acceptance Certificate if the end user/consignee fails to issue the acceptance certificate within 21days of the receipt of goods, then RITES must not wait any further, but process our payments immediately without delay in 7 days after the 21day period is over. We as a past supplier for the last many years have faced this situation most of the times where by CRC & the CAC Certificates are either not issued/issued with some deficiency/ even if properly issued, RITES have not received the matching copies, or there is some objection raised by RITES with respect to even the original copies issued by the consignee, over whom we have absolute no control. The CRC Certificate also must be issued by the consignee's immediately along with the POD as no supplier /logistic company can afford to visit multiple times to get such endorsement done especially in remote places. Also we strongly suggest that any payment of any single invoice which is upto RS.1,00,000/- must not be insisted upon by RITES to undergo and provide the CRC/CAS Certificate while putting up the bill for payments and only against POD the same may be released forthwith, within 7 days of submission of invoices.	No change is required in bid document.
14.	**Query:** RITES also must not insist on providing undertakings on stamp papers before making payments as it' is a very cumbersome procedure and wasteful resources have such undertakings being issued time and again, and which actually serves no useful purpose because the bidder. is already providing performance guarantee which is sufficient to take care of RITES interest. We strongly request to do away with such procedures and save everybody's time and energy in more productive work.	No change is required in bid document.

S No	Query	Clarification
15.	**Query:** From the delivery schedule, we understand the first deliveries are to start from Nov/Dec 2013, which is a very impractical period considering the procedure to finalize and issue NOA's to the successful bidders. As an injectable product and especially being a sterile API, not being manufactured in India, the time frame to procure, test, manufacture ,final testing by inspection agencies and release for dispatch, all take up not less than 120 days time from the date of your NOA for dispatching the first lot. Subsequent lots may take between 60- 90 days for dispatch. Request to amend the supply period accordingly.	The delivery schedule for Tranche 1 of all Product codes will be 60 days from the date of NOA. (Refer Amendment 3 to bid document).
16.	**Query:** Refer Page no 50 & 51(Section II)- It is requested to simplify the documents required to be Submitted by the bidder to the purchase/consignee especially when the bidder. is of the same country as the purchaser. Example - A) One Origin.al manufacturer/supplier's warranty certificate covering all items supplied. B) One Original of the supplier's Certificate of origin covering all items supplied C) One original and 3 copies of Certificate of Inspection furnished to supplier by the, nominated inspection agency (Where inspection is required) D) Internal test Analysis Report and batch certificate of pharmaceutical product and/or medical devices of the Manufacturer. E) Copy of Notification of the local tax Authority in support of rate of tax indicated in invoice. F) Any other/ Additional procurement- specific document(s) required for deliver/payment purposes. At .best, the bidder must submit all above as a one time copy to RITES & not with each invoice or each time any numbers of	No change is required in bid document.

S No	Query	Clarification
	invoices are submitted. This is totally a wasteful exercise & a huge burden on natural resources, paper & time	
17.	Query: As per Clause 10.1 of the Bid Document, appearing on Page 20. Asked that Opening of Bid is scheduled on 03rd September 2013 @14:15 Hrs. As per the Bid document, for PC-5, Tranche-1 quantity to be delivered within December 2013 and for other Product Codes (PCs) Tranche-1 quantity to be delivered within November 2013. (Section-III-Schedule of Requirements - Page 71 of the Bid Document). It also says that "Deviation from delivery schedule is strictly not permitted". Terms of Delivery are "at the final destination at consignee end". If we refer to Consignee Address and the Quantity Distribution appearing at Page 66 to 68 of the Bid Document, it is spread at all GMSD locations in India As per Clause 10.1 of the Bid Document, appearing on Page 20. It is our experience that the time taken from the date of Bid Opening till the Notification of Award (NOA) is given to the supplier/manufacturer, is around 3-4 months due to verification of various bidders' documents, queries sent to them and getting replies, etc. (Refer Clause 26 of the Bid Document) As per Clause 10.1 of the Bid Document, appearing on Page 20. After the NOA is given RITES causes Inspection and sampling of the product at the supplier's factory and/or warehouse prior to the shipment of the product (Page 92 of the Bid Document read with Page191) As per Clause 10.1 of the Bid Document, appearing on Page 20.RITES also cause testing of the product at independent laboratory to assure that the goods conform to the prescribed requirements. These laboratories on an average takes 3-4 weeks to give their test results to RITES depending on their workload and time taken for testing as per the standards/testing requirements/protocol (Refer Page 93 of the Bid Document read with Page 191). As per Clause 10.1 of the Bid Document, appearing on Page 20.It is	The delivery schedule for Tranche 1 of all Product codes will be 60 days from the date of NOA. (Refer Amendment 3 to bid document).

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	also required that the supplier is required to get "Dispatch Clearance Certificate" from RITES, before dispatch of goods (Refer Page 191of the Bid Document). As per Clause 10.1 of the Bid Document, appearing on Page 20.Supplier is also required to get "Road Permits/Octroi Exemption Letters" duly signed, from RITES office. This takes about 4 weeks on an average due to procedural requirements and availability of the signatories. All these factors delay the dispatch process by minimum 2 months from the date of NOA by RITES. In such case, it is not possible to deliver Tranche-1 of the goods within November 2013 or December 2013, as the case may be. To meet the ends of justice and unnecessary monetary loss to the supplier I manufacturer, for which he is not responsible, it is requested that suitable amendment may be made for not applying the Liquidated Damages Clause for Tranche-1 of the deliveries of all the Product Codes. Alternatively, Contract may be amended to mention that all the deliveries to the consignee locations to be made within 8 days from the date of "Dispatch Clearance Certificate" issued by RITES. Any delay above 8 days will attract the Liquidated Damages Clause of the Contract.	
18.	**Query:** As per Clause 10.1 of the Bid Document, appearing on Page 20.We also wish to state that consignees are raising shortage claims for the quantity drawn from the stock sent for testing to independent laboratory, quantity retained with the manufacturer as control samples and quantity of samples retained with the inspector drawing the sample, as per the pharmaceutical protocol. Supplier/manufacturer is at a loss on this account and RITES does not accept these legitimate claims and make the supplier/manufacturer to make good these shortages. Supplier/Manufacturer having no stock of the approved batches, as per the contract, cannot deliver the short quantity and at a loss for getting the invoices stuck on this account. Suitable mechanism I instructions may be incorporated in the Contract or given separately, informing each consignees to accept the Cartons	As per tender document clause 9 of GCC it is on suppliers account. Refer Pg No.45-47. No change is required.

S No	Query	Clarification
	on which Seal of the Inspection Agency is put, even if the actual quantity is short compared to the label claim and give receipt in full on the CRC and CAC form prescribed by RITES	
19.	**Query:** raised a query with Ref. to point no. (f) 1 on page no. 15 of tender form. & asked clarifications for Inj Streptomycin 0.75mg Schedules are being given district wise, so if one contract value qualifies for first schedule and the value of another contract value qualifies for say second and third schedule and a third contract value qualifies for 7th and 8th schedule, Than Can they quote accordingly.	The bidder will be eligible to participate for all those schedules with respect to sub clause (f) 1 on Pg-15 if they comply to this clause and further to the note at Pg-16 corresponding to this sub clause.
20.	**Query:** We would like to refer page no.94 of the RNTCP CENTRAL GOVERNMENT SUPPLY NOT FOR SALE Bid Document (Section IV: Technical Specifications). On the said page, format of label to be pasted on 5 ply shipper for Product Code 5 is given. This 5 ply shipper will consist of 20 Millboard I Greyboard Boxes each of Injection Streptomycin (750mg), 20 Millboard I Greyboard Boxes of Sterile Water for Injection(5ml) and 20 Millboard I Greyboard Boxes of Disposable Syringes(Sml) & Disposable Needles (22 gauge size). This is the carton which will be visible during the transportation, while in stock at the GMSD locations and while in stock at the supplier's location. Label prescribed on the said outer carton does not mention: This may result into intercepting the goods in transit by Central or State Tax authorities and/or authorities of Legal Metrology Act/Legal Metrology (Packaged Commodities Rules) and may result into seizure of goods. This will ultimately disturb/ delay delivery of injections for no fault of the supplier, in addition to legal action on the supplier and monetary loss. We therefore request your office to give us clarification on	*The quote " RNTCP CENTRAL GOVERNMENT SUPPLY NOT FOR SALE" is a part of Technical Specification* Amendment-3 is issued to incorporate the change..

S No	Query	Clarification
	the point raised by us.	
21.	We very strongly insist on Product wise COPP for all Schedules (1to 23) in view of the safety & Quality procurement programme of Ministry of health, Govt of India in the interest of ensuring safety for human health.	*COPP is required for all drugs irrespective of GFATM funded or otherwise. Refer Amendment 3 to the bid document.*
22.	Clause for Bar code for primary packing inputs must be removed.. Strongly requested for such Amendment.	Bar Coding requirement should be restricted to requirements as per technical specifications under each individual monograph of the Product.
23.	In case of Domestic funding of Injectables is it acceptable if same disposable syringe manufacturer or sterile water for injection manufacturer's authorization to 2 different bidders. For e.g. If XYZ company is a disposable syringe manufacturer and they wish to provide manufacturers Authorization to M/s Umedica Laboratories Pvt. Ltd. as well as another bidder who are two different manufacturers participating for the same tender as bidder; then is it acceptable by RITES evaluation authorities.	The disposable syringe manufacturers or sterile water for injection manufacturers can be considered as subcontractors to different bidders. The bidder should however ensure compliance to clause 7 of Section I, ITB of the bid document.

RITES Ltd.