

MINISTRY OF HEALTH & FAMILY WELFARE

Government of India

Through

**rites Ltd., RITES Office Complex-2, Annexe Building,
Materials System Management Division, 4th floor, Plot No.144, Sector 44
Gurgaon-122003 (Haryana), India**

Minutes of Pre-Bid Conference

For

Supply of Anti TB Drugs

under

ACCELERATING UNIVERSAL ACCESS TO EARLY AND EFFECTIVE TUBERCULOSIS CARE

through

International Competitive Bidding

Bid Ref. No:

First Line Anti TB Drugs

rites/MSM/EPW/RNTCP/01/2015-16/WB/Re-bid

PC-1DI, PC-1DII, PC-1DIII, PC-1DIV, PC-2DI, PC-2DII, PC-2DIII & PC-2DIV

Held on

March 10, 2016 at 15:00 Hrs (Local Time)

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

1. Mr. Deepak Sharma, AGM /MSM, RITES Ltd
2. Mr. P.V. Dutta, AM/EPW/MSM, RITES Ltd
3. Mr Nitin Jain, Engineer/EPW/MSM, RITES Ltd

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

1. Mr. J.B Pal, AGM Institution Sales, M/s Macleods Pharmaceuticals Ltd.
2. Mr Ashish Kumar, Sr. Manager, M/s Lupin Ltd.

2 Tenders have been invited through ICB from all the eligible bidders.

3. Initiating the discussion, Mr. Deepak Sharma 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. Firms have indicated that they will be participating in this tender.

4 Queries have been raised by the prospective bidders which are clarified as follows:-

| S.No. | Query raised By firm | Clarifications |
|-------|---|--|
| 1 | In the past there have been instances where in there was a delay in receipt of either the Consignee Receipt Certificate (CRC) or Final Acceptance Note (FAC) from the GMSDs | It is the responsibility of Supplier to collect CRC & FAC from the consignees to authenticate that they have supplied the material. Without submission of CRC & FAC with the documents as required in GCC clause |

| S.No. | Query raised By firm | Clarifications |
|-------|---|---|
| | <p>which delays the submission of bills and also lengthens the payment cycle. We would request that in case there is a delay of more than 3 to 5 days in receipt of CRC and more than 15 days in receipt of FAC from the GMSD the supplier should be allowed to submit the bills on the 5th day of the delivery of goods along with the Lorry receipt in the absence of CRC for payment of 90 percent of the invoice and on 16th day (in case the FAC is not received in 15 days) for the payment of balance 10 percent of the invoice.</p> <p>In case the payment is delayed beyond 75 days from the receipt of documents there should be a provision that the supplier may stop the supplies temporarily after informing RITES, EPW and CTD till the time pending bills are cleared. Under such instances the Contractual penalties should not be deducted for supply of the balance quantity of the goods delayed due to this reason</p> | <p>11.1 & 11.3 of SCC, no bill can be processed for payment.</p> <p>Under normal circumstances when the suppliers submit all the documents as per contract, the payment is released within 60 days from date of submission of bills. (GCC 16.1 & 16.4 of SCC)</p> <p>However, the isolated cases where there is in ordinary delay in release of CRC/FAC, the same may be taken up by the firm on a case to case basis.</p> <p>No change is considered Condition as per Bid Document will prevail.</p> |
| 2 | <p>The current tolerance clause needs to be modified. As the products under tender are supplied in special packs specially designed for the programme, any variation in the quantities (increase or decrease) becomes a challenge for the supplier. The modified tolerance clause should incorporate that the quantity (increased or decreased), prices and delivery timelines for the increased quantities should be mutually agreed on before issuing the order for the increased quantities. Further, it is suggested that any change in quantities be discussed with the supplier during the first tranche supplies. There should not be any modification of order after first trench has been completed.</p> | <p>This condition has been modified</p> <p>Refer Amendment-1</p> |
| 3 | <p>As per the current practice, the contractual penalties are deducted directly from the payments made against the invoices without informing the suppliers. We would request you to include the clause where in before the deduction of contractual penalty the supplier is informed and the supplier is given an opportunity to present the case explaining the reasons for the delay. In the event that the delays are due to the reasons beyond the control of supplier the penalties should not be deducted.</p> | <p>The penalties are deducted as per terms and conditions of the contract. If the reason of delay is beyond the control of supplier then the matter may be referred to competent Authority for LD waiver</p> <p>No change is considered Condition as per Bid Document will prevail</p> |
| 4 | <p>As per the current conditions in the contract the starting date for the contract is the date of issue of NOA. As you are aware that the supplier requires the excise exemption and Project Authority certificate before they can offer the products for inspection and sampling. With ref. to last NOA no. 687 dated 21st Oct 2015, would like to update that we had received the "Excise Exemption Certificate" only on 20th Nov 2015 and until date we haven't yet received the "Project Authority</p> | <p>As per ITB clause 16.2 (a), Bidders may like to ascertain availability of Deemed Export or other benefits. The firm is solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the purchaser will not compensate the bidder.</p> <p>No change is considered Condition as per Bid Document will prevail</p> |

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|-------|---|--|
| | <p>Certificate” for the NOA. These delays in issuing the certificates leads to delays in starting the production and it would thus be helpful if the clause can be modified in a way that the starting date for the contract should be after the required certificates are issued.</p> <p>It would be further helpful if the required certificates are issued along with the NOA.</p> | |
| 5 | <p>There have been instances where in the GMSDs refuse to accept the goods inspite of the supplier receiving the Dispatch Clearance Certificate from the nominated testing laboratory. The reason for non-acceptance of goods by GMSDs not only results in occupying the space at our warehouse but the products lose shelf life in the warehouse. There have been instances where in the goods are not accepted by GMSDs for couple of months, this also leads to delays and contractual penalties being deducted from the payments without suppliers fault.</p> <p>We would thus suggest that under such circumstances an alternate space should be created by RITES/ EPW/ CTD where the goods could be sent by the suppliers or the goods should be diverted to any other GMSD.</p> <p>Further, in case the goods are not accepted by GMSDs within a week from the receipt of DCC, the supplier should be allowed to submit the bill for 100% payment and the payment should be released without the CRC and the FAC</p> | <p>The supplier should inform the consignee well in advance about the expected supply. If consignee shows constraints in accepting the supply then it should be brought to the notice of RITES & MoH&FW so that alternate space/consignee can be suggested for supply.</p> <p>The penalties are deducted as per terms and conditions of the contract. If the reason of delay is beyond the control of supplier then the matter may be referred to competent Authority for LD waiver</p> <p>No change is considered Condition as per Bid Document will prevail</p> |

Meeting concluded with thanks to the participants for their active participation.

RITES Ltd.