

## Minutes of Pre Bid Meeting held on 24.01.2012 at BMSICL

Last Date for Purchasing the Bidding Document-17.02.2012

Last Date for Submission of the Bid-21.02.2012

QUERY/SUGGESTIONS	REPLY/AMMENDMENT
1. As per EDL product at S.No.9&10 Injection Albumin 5% & 10% in unit pack of 500ml bottle. Typographical mistake occurred in mentioning Unit pack as it should be 50 ml.	Corrected as 50ml (instead of 500ml)
2. Correction done with correction fluid should also be duly attested as given in Clause 5.1(i) "Price Bid Cover- B"	No Corrections/interlineations will be allowed to do with correction fluid in Price Bid.
3. Regarding Supply within 30 days from the <b>date of manufacture</b> as given in 13.2 & also in 13.4 of Bidding Document	Instead of "date of manufacture" it should be read as " <b>date of purchase order</b> "
4. Non-conviction certificate should be product wise or company as a whole?	The Certificate should be company/firm wise not product wise. Clause 4.1(i) "Technical Bid Cover- A" is hereby amended as "Non-conviction Certificate issued by the Drugs Controller of the State certifying that the firm has not been convicted under Drugs & Cosmetics Acts & Rules during last Five (5) years. The certificate issued should not be more than 6 months old from the date of publication of the Tender/Bid"
5. Price Preference Policy to SSIs/PSUs will be allowed or not?	No Price Preference will be allowed to anyone.
6. Pro-forma Invoice	2% shall be charged on the total value i.e. Goods Value + VAT.
7. Validity of FDR	180 days from the date of opening of the tender.
8. Sales Tax Certificate	As suggested in Annexure I * "To be filled up the Assessing Authority" portion is deleted. Rest Proforma as per Annexure I is to be submitted. In addition they have to submit the copy of VAT/Sale Tax/Commercial Tax Annual return report of Last Three (3) consecutive years.
9. Details of Anti- Tetanus Immunoglobulin (Sl. No. 39 as per EDL)	250 I.U., 500 I.U., 1000 I.U.
10. Rabies Immunoglobulin ( Sl. No. 92 in the List of Drugs with Estimated Consumption Value)	300 I. U. / 750 I.U.

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11. Human Anti –D- Immunoglobulin	300mg *Consumption Value shall be assumed of Rs. 1000000.00 and accordingly the EMD will be Rs.50000.00
12. Affidavit for non-blacklisting at page no. 6 is not featured in the checklist given on page no. 53?	Kindly add the same in the Checklist & mention it in the Annexure XII given on page no. 53.
13. Bank Guarantee will be accepted as EMD or not?	Bank Guarantee will not be accepted as EMD, Only Demand Draft & FDR will be accepted as EMD.
14. Vaccine Manufacturing License has to be issued by concerned State Drug Authorities duly approved & countersigned by Central Drug Authorities, as per Drug & Cosmetics rules should be incorporated.	Accepted. (Vaccine License should be duly approved & countersigned by Central Drug Authorities.
15. ARV (Sl. No. R5 in the List of Essential Drugs) description needs to be vial with 0.5 ml diluents or 1ml diluent.	Accepted & hereby amended as <ul style="list-style-type: none"> <li>0.5ml IM/ID 2.5 I.U with 0.5ml diluents and syringe. (Both for IM/ID use)</li> <li>1ml ID 2.5 I.U with 1ml diluent and multiple syringes(For ID use )</li> </ul>
16. Road permit given by BMSICL or not?	Road permit will provided by BMSICL.
17. Regarding Unconsumed Quantity	It will remain the same as given under clause 'Supply Condition'
18. Embossment of 'BG' on uncoated tablets is difficult & almost impossible.	Embossment of 'BG' on strips only.
19. Date from which Liquidated Damages will be apply?	Liquidated Damages will start applying from 45 <sup>th</sup> days of the Date of Purchase Order.
20. *Relaxation required in date of delivery in case of Vaccine as testing at CDL Kasauli& transporting it takes 90 to 120 days. *Allowing both domestic manufacturer & importer for Vaccines also.	<ul style="list-style-type: none"> <li>Issue resolved as per Sl. No. 3 given above that Instead of "date of manufacture" it should be read as "<b>date of purchase order</b>".</li> </ul> <p>In case of Vaccines</p> <ul style="list-style-type: none"> <li>Only domestic primary manufacturers are eligible to participate in the tender.</li> </ul> <p>(Primary manufacturer is a manufacturer that performs all the manufacturing and processing operations needed to produce goods in their appropriate dosages form, including processing, blending, formulating, filling, packing, labelling and quality testing).</p>
21. Affixing of Rubber Stamp/Sticker should be allowed or not on imported goods.	<ul style="list-style-type: none"> <li>Rubber Stamp will not be allowed in any case.</li> <li>Sticker as a compulsory part of label shall be allowed on imported products</li> </ul>

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22. Products are not categorised & turnover is same for Drugs & Surgicals & Sutures items.	<ul style="list-style-type: none"> <li>Products are already categorised into Two (2) category.</li> <li>Turnover is hereby amended as *Drugs-10 Crores *Surgical &amp; Sutures &amp; Consumables-5 Crores</li> </ul>
23. Requirement of Stability Data will be time consuming & very huge.	<ul style="list-style-type: none"> <li>It will remain same.</li> </ul>
24. Security Deposit is not as per convention & GFR/BFR.	Security Deposit will be 5% of the total value of the contract.
25. Product ASVS-Liquid should be ASVS-Lyophilized (Powder) due to poor storage conditions in rural & interior parts.	Product ASVS-Liquid is hereby amended as <b>ASVS-Lyophilized (Powder)</b>
26. Affidavit regarding Blacklisting.	Affidavit regarding Blacklisting will remain same as "Magistrate/Notary" means either from Magistrate or Notary.
27. Can the Manufacturers supply the stocks directly?	Absolutely Yes.
28. Annexure III; Declaration	Declaration, if given on Stamp paper then the value of stamp paper should be Rs100/- & above.
29. Regarding "Gypsona" in List of Essential Drugs List (G4) & also in List of Surgicals & Sutures (G4)	<ul style="list-style-type: none"> <li>Gypsona is hereby deleted from the List of Essential Drugs.</li> <li>In List of Surgical &amp; Suture Items 'Gypsona (Readymade Plaster Roll)' is hereby amended as only "<b>Readymade Plaster Roll</b>"</li> </ul>
30. Regarding 'Vicoryl' 1/0, 2/0 & 'Vicryl-Assorted Number' in the List of Surgicals & Sutures at V.1 & V.2	<ul style="list-style-type: none"> <li>It is now replaced with "<b>Polyglactin-Synthetic absorbable suture 1/0 &amp; 2/0</b>".</li> </ul>
31. Regarding 'Viscomet Kit' in the List of Surgicals & Sutures at V.1	<ul style="list-style-type: none"> <li>It is now replaced with "<b>Ophthalmic Dilution</b>".</li> </ul>
32. Regarding "Mersilk" at M.2 in the List of Surgical & Suture at M.2	<ul style="list-style-type: none"> <li>It is now replaced with "<b>Black Braided Silk Suture</b>".</li> </ul>
33. Regarding 'Chloroquine Phosphate' description at C32 in the List of Essential drugs.	<ul style="list-style-type: none"> <li>'Chloroquine Phosphate' dosage form 'syrup' Unit '60ml' Specification '50mg/5ml'</li> </ul>
34. Forfeiture of EMD in case of non compliance of cGMP as given in Clause 8.2(ii)	Not accepted. It will remain same.
35. Regarding 'Earnest Money Deposit'	The minimum EMD shall not be less than Rs.5000/- per product. Henceforth, the product which has EMD less than Rs.5000/- is to be considered as Rs.5000/- for the product mentioned on the page No. 38 (a) to 38 (m) in the Annexure VI (b), (c), (d) & (e)

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## Other Amendments –

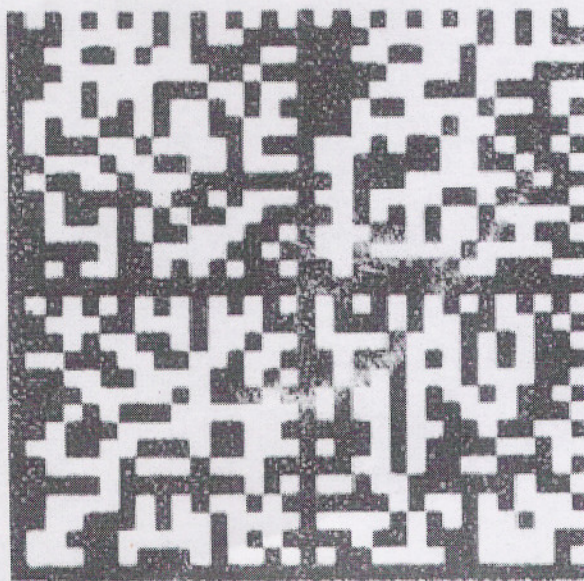
36. Bidder shall submit an affidavit sworn before First Class Magistrate stating that —**the Company has not been blacklisted by the Central Government/Government of Bihar and/or by SHSB, and further the company has not been de-registered/ debarred by Government of Bihar and/or by SHSB.**
37. The following condition is added, In case of importer **“the bidder (importer) firm must have minimum three years old valid import license of the quoted product. All quoted products should be accompanied by their invoices, statement and import license showing that the quoted products are being imported and sold in India by the bidder (importer) firm minimum for last three years. Manufacturing License/Import License must be valid on the last date of submitting the tender.”**
38. The bidders are required to specify the quoted products in their approved product list by highlighting it and mentioning the serial number of the product as mentioned in the tender Drug list.
39. Clause No. 2(d) is hereby amended & now it should now be read as **“Tender should not be submitted for the product/ products for which the concern / company has been blacklisted by Govt. of Bihar / Central Government/ State Health Society, Bihar for those products/products which has been debarred/de-registered by Govt. of Bihar or by SHSB.**
40. If there will be difference between price quoted in words & figure, the rates quoted in words shall prevail.
41. (A) Clause No. 5.1(vii) is amended & now it should be read as **“The rate quoted in Annexure-XIII and Annexure-XIV should be one and the same.”**
- (B) In Column No. '7' of Annexure-XII the words **“Dierctor, Drug Procurement Cell, DoPHFW service charge, Inspection charge”** is hereby deleted.
- (C) Clause No. 5.1 (viii) is hereby amended and now it should be read as **“The details of rates and manufacturing capacity given in Annexure-XIII and XIV should also be entered clearly in the Non-rewritable Compact Disc (CD) as per the instructions given along with the tender. In the event of any discrepancy between the entries in the CD and the original bidding document, the entries in the Non-rewritable Compact Disc (CD) will prevail and the entries in the bidding document will be corrected accordingly at the time of price evaluation.”**
42. Inspection of the factory will be done by BMSCIL at no extra cost. Henceforth all the cost for Inspecting the factory premises & incidental expenses will be borne by the supplier.
43. Clause 15 “Packing”- add the following new point as No.10
- “The drugs and medicines shall also be supplied with bar coding conditions. (For details visit website [www.gs1india.org](http://www.gs1india.org))”
  - 2D bar coding as per GS1 standard should be done on tertiary and secondary packing of the supplies as per the specifications given in Annexure – XVII provided separately in the corrigendum.

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ANNEXURE XVIIBAR CODING DETAILS

BOX NO :  
PO NUMBER :  
SUPPLIER CODE :  
SUPPLIER NAME :  
DRUG CODE :  
DRUG NAME :  
BATCH NO :  
MFG DATE :  
EXPIRY DATE :  
BATCH QUANTITY :  
INVOICE NO :  
D C NO :



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