

DEENDAYAL PORT AUTHORITY
MEDICAL DEPARTMENT

Tender for supply of Allopathic, Ayurvedic, Homeopathic Medicines to DPA beneficiaries from the outlets in New Kandla, Gopalpuri, Adipur & Vadinar for a period of three years.

Tender No. MH/SP/127/2024-25

Pre-bid meeting held on 14/03/2024

I. Clarification of Pre-Bid Queries

SR. No	Page No.	Clause No.	Description	Pre-Bid Query	Clarification by DPA
1				Documents submitted in earlier tender like -Tender Fee, EMD, Non Conviction Certificate, DL s etc are valid in this tender also or to be submitted again ?	Tender fee, EMD and all other documents required to be submitted again as per the conditions of bid. EMD of previous tender has been returned.
2				Can the bidders know the reasons for cancellation/deposing of earlier tender without any intimation to bidders ?	Cl.30 of Section-I of the discharged tender provides that "..the employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action". However, bidder has been informed vide letter dtd.12/3/2024.
3				What is the area & current rent for shops offered by DPT	Prevailing rates of License Fees per month of Gopalpuri Rs. 16795/-, Adipur Rs. 5782/- , Kandla Rs. 6624/- Vadinar Rs. 1635/- (Subject to revision/escalation from time to time).
4				What is the payment cycle from DPT	Cl.2 of Section-III (Pg.No.29 & 30) may be referred which provides for monthly billing.
5				Are Generic dispensing allowed from the companies mentioned in the tender documents	NO.

6				Do DPT have any plan for LIVE billing ?	Cl.1 of Section-III (Pg.No.29) may please be referred.
7	8	4.1.5	The bidder is required to submit a duly notarized declaration whether bidder or bidder's family or bidder's company or group of companies is involved in the business of manufacturing of medicines or not (Form 7). Family means parents and siblings of bidder and spouse.	Clause 4.1.5 of eligibility criteria -family means Parents, Sibling and wife only OR it include Blood relations eg. Kids & cousins also	Tender condition prevails.
8				Which branded or branded generic or generic medicine are required to be supplied to DPA beneficiaties ?	No generic brand of any companies will be allowed.
9				Please provide List of Company Name for Ayurvedic and Homeopathic	Standard company only.
10	NIT Pg.5 ITB Pg.8	NIT & Cl.4.1.2 of Sec-I	The bidder should have minimum five years' experience ending last day of month previous to the one in which applications are invited of owning and operating atleast 05 nos. of functioning retail outlets of allopathic medicines in India <u>under applicant's name</u> . In this regard, bidder is required to submit turnover certificate of each such outlet issued by the Chartered Accountant and permission letter of local/GST authorities for establishing such outlets. (Details may be given as per Form 8).	Can any applicant apply when the names of his firms are different but the owner is one person across all the firms and can submit the government certificate from the Food and Drug Control Authority and GST Department for ownership proof?	Documents must be in the name of the entity submitting the bid.

11	Page No.5 . . . Page No. 8	NIT Qualifying criteria (IV) Cl.4.1.4 of Sec-I	Notarized certificate from Drug Controller of relevant State for no case pending against the bidder. Notarized copy of the valid Retail Drug License for selling drugs/ medicines from Drug Controller of the state for each outlet.	Please clarify with the relevant state and each outlet which sentences are true and need to be submitted as per the required documents mentioned below:- Page No.5 of Tender Documents, NIT, Qualification Criteria, Point No.(iv) Notarized certificate from Drug Controller of relevant State for no case pending against the bidder. Page No.8 of Tender Documents, Section-I, ITB, 4.0 Eligibility Criteria, 4.1 Pre-qualification Criteria, Point No.4: Notarized copy of the valid Retail Drug License for selling drugs/ medicines from Drug Controller of the state for each outlet .	A single certificate of 'No Case Pending' against the bidder certificate issued by the Drug Controller of the relevant state for outlets located in that state to be submitted. If outlets are located in different states than state wise 'No Case Pending' certificates to be submitted. However, valid Retail Drug License will have to be submitted for each outlet , <u>Accordingly, Tender condition prevails.</u>
12	NIT Pg.5 ITB Pg.8	NIT & Cl.4.1.2 of Sec-I	The bidder should have minimum five years' experience ending last day of month previous to the one in which applications are invited of owning and operating atleast 05 nos. of functioning retail outlets of allopathic medicines in India under applicant's name . In this regard, bidder is required to submit turnover certificate of each such outlet issued by the Chartered Accountant and permission letter of local/GST authorities for establishing such outlets. (Details may be given as per Form 8).	It is a public limited, hence we can not provide individual store's turnover, hence, we will provide overall turnover certificate.	Turnover certificate issued by Chartered Accountant for minimum 05 outlets need to be submitted for which drug license, permission letter of local/GST authorities and no case pending certificate of that relevant state is submitted by the bidder to establish the experience.

	Page No.5 . . Page No. 8	NIT Qualifying criteria (IV) & Cl.4.1.4 of Sec-I	Notarized certificate from Drug Controller of relevant State for no case pending against the bidder. Notarized copy of the valid Retail Drug License for selling drugs/ medicines from Drug Controller of the state for each outlet.	Instead of 5 we will provide 1 certificate from the Drug Controller, since it is same company.	Clarification under Sr.No.11 may please be referred
13	Page No.11	10.2.5 &10.2.6 of Sec-1	10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum. 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.	Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums. We require a specified cut-off time, after there should not be there any modifications.	A reasonable time shall be provided after any major amendment/addendum for reviewing/submission the bids to the prospective bidders.
14	Pg. No. 21	10.4 of Sec-II	In case any mis-match is found between the cash memo (not challan) generated by the contractor compared the prescriptions issued by DPA doctor (including part-time doctor) and the consolidated bill submitted for claiming monthly payment, a liquidated damages (LD) of Rs. 1,000/- for first incident per such mis-match, Rs. 5,000/- for second incident per such mis-match and Rs. 10,000/- for third and subsequent events will be levied on monthly basis and will be recovered from the monthly bill of the contractor. Hence, the contractor should be vigilant before submitting bills for the monthly payment	We will match the prescription by molecule with an alternative brand, in case the prescribed brands is not available.	Medicines to be dispensed as per the approved brands and lists of medicines provided in the Annexures to the tender which shall be reviewed on quarterly basis by a panel of doctors. If the alternative brand is as per the list of brands approved then there shall be no penalty. <u>Accordingly, the tender condition prevails.</u>

15	Pg. No. 22	10.10 of Sec-II	<p>Before storing the Brands of medicines in the outlets, the contractor is mandatorily required to take the written approval of such Brands from Chief Medical Officer, who may approve the same based on the recommendation of a Committee of Doctors to be appointed by CMO, failing which it will be treated as breach of contract and liquidated damages (LD) of Rs. 1,000.00 for 1st incident, Rs. 5,000 for 2nd incident and Rs. 10,000.00 for 3rd and subsequent incidents, from commencement till completion of the contract period, till the written approval is obtained, will be levied. DPA may also consider for termination of contract in case of such repetitive incidents</p>	<p>The first list of brands will be stored after the approval of the CMO. In case of any changes in brand we will take approval from the prescribed doctor before dispensing. Approval of brands every time is operationally difficult. So we will get approval of companies and will dispense brands under the approved companies</p>	<p>Annexure-I is the list of approved brands i.e. companies</p>
16	Pg. No. 28	2nd Para of Cl.31 of Sec-II	<p><u>Submission of Labour Reports every fortnight:-</u> Point No. (c) Wages paid to them (e) The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the CMO shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.</p>	<p>This is our company's internal records. We can give an undertaking stating the above are maintained</p>	<p>As per Cl.2 (v) (k) of Section-III (Special Conditions) the CMO has to certify the monthly bill indicating that the contractor has paid the minimum wages as notified by the central government from time to time to the staff engaged by the contractor. (Details of the staffs such as name, age, designation, salary along with the bank statement showing payment of salary should be attached with the monthly claim). <u>Accordingly, tender condition prevails.</u></p>

17	Pg. No. 32 & 33	Cl. No. 4(ii) and Cl.10 of Section-III	<p><u>Last sentence of Cl.4(ii) Section-III:-</u> The Contractor can also supply medicines to the persons other than those mentioned herein, however, first preference will be given to DPA beneficiaies. <u>Cl.10 of Section-III:-</u> Contractor shall not sell any itme other than medicines for which contract has been awarded. <u>The contractor can not sell the medicines to outsiders other than DPA beneficiaries, failing which it will be treated as breach of contract.</u></p>	Contradiction in Point No.4(ii) and Point NO: 10 of Section III -	Last sentence of Cl.4(ii) Section-II " <i>The Contractor can also supply medicines to the persons other than those mentioned herein, however, first preference will be given to DPA beneficiaies</i> " stands deleted.
18	Pg.No. 38	Cl. 38 of Sec-III	The contractor is required to affix a display a board near the window of all outlets showing the list of approved Brand of medicine (Annexure-I) approved by the DPA from time to time during the contract period	Under point no. 38- The contractor is required to affix a display a board near the window of all outlets showing the list of approved Brand of medicine (Annexure-I) approved by the DPA from time to time during the contract period	Tender condition prevails.
19		Cl. 17.4 (g) of Sec-III	If any medicine once stroed in the outlets is removed without the prior written permission of CMO	We will be removing medicines for near expiries/Damage and Non moving.	Cl.36 of Section-III provides that " <i>The contractor will not sell the medicine having less than 02 month's expiry period. Such medicines are required to be removed from the stock of the medicines and take out of the premises of the DPA hospital with the written approval of the CMO</i> ". <u>Accordingly, tender condition prevails.</u>

20	Pg. No. 16	Cl.35 of Sec-I	Work order will be issued to the successful bidder indicating the uniform discount accepted by DPA, completion period etc. after submission/bringing of (1) Performance Security Deposit as per tender condition (2) Contract Agreement on Non-Judicial Stamp Paper (3) Bring the Brands of medicines and obtaining approval of the Chief Medical Officer for storing the same in outlets opened in DPA hospital (4) <u>installing and integrating the software of the contractor with the Hospital Management System and giving demonstration to DPA the software as required under the contract</u> (5) submission of the credentials of pharmacists (6) Police NOC of all staff to be engaged by the contracto	We cannot assure this now, once the tender will award to us, then will discuss with the IT team and confirm.	Cl.3 of Section-III (Pg.No.32) provides that " <i>The integration should be completed before the commencement of the pharmacy as per the LOI. In case of any delay in the integration of the software with HMS, the existing system will continue during the intervening period. In case of any interruption in the running of the HMS system/software, after integration, the existing system will continue, but the data have to be updated in the HMS immediately on rectification of issues</i> ". Necessary co-ordination of DPA's ERP/SAP consultants shall be provided prior/post commencement of work. <u>Accordingly, tender condition prevails.</u>
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II. MODIFICATIONS:-

			Existing clause	Modified clause
(i)	Pg.No. 4	Remarks Sr.No. (3) of Notice Inviting Online Tender	(3) The Integrity Pact duly signed by authorized person(s) with witnesses are to be uploaded in preliminary bid on the bidding portal by the bidders as per the format provided in Section-IV. The "principal" means "Deendayal Port Authority" and "Counter party" means "Supplier / Contractor". Bidders are required to sign, scan and submit the integrity pact in preliminary bid (as per format provided with the tender document), failing which their bid shall be liable for rejection	(a) The Employer/Authorized Person of Employer shall sign the Integrity Pact in the presence of a witness from their side, who shall also affix his/her signature thereof and then the same Integrity Pact shall be uploaded by them on n-procure portal. (b) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature thereof. Having completed the signing procedure, the Potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal. (c) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/she shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified.

(ii)	Pg.No. 17	Cl.40 of Section-I	The bidders are required to sign and upload the scanned pre-contract integrity pact as per Form-6 in the preliminary bid failing which their bid shall be liable for rejection. Original hard copy of pre-contract Integrity Pact Agreement shall be submitted by Post or hand immediately within seven days of last date of opening of bid. The “principal” means “Deendayal Port Authority” and “Counter party” means contractor”	The bidders are required to sign and submit the integrity pact agreement (as per Annexure-A attached herewith) in the manner prescribed hereunder:- (1) The Employer/Authorized Person of Employer shall sign the Integrity Pact in the presence of a witness from their side, who shall also affix his/her signature thereof and then the same Integrity Pact shall be uploaded by them on n-procure portal. (2) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature thereof. Having completed the signing procedure, the Potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal. (3) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/she shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which bid of potential bidder shall be treated as disqualified.
(iii)	Pg.No. 45-49	Form-6 of Section-IV	Integrity Pact Agreement form	Modified Integrity Pact Agreement form attached with Pre-Bid Clarifications as Annexure-A