

CENTRAL MEDICAL SERVICES SOCIETY

(An Autonomous Society Under Ministry of Health & Family Welfare, Govt. of India)

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Chankayapuri, New Delhi-110021

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Amendment no. 1

Tender No. CMSS/PROC/2023-24/NTEP/004 for rate contract for a period of One year for procurement of Capsule Rifampicin 150mg, 300mg & 450 for NTEP.

Minutes of Pre-bid meeting held on 10th May 2023 at 11.00 AM

Central Medical Services Society has invited e-Bids from the interested parties for “e- Tender for rate contract for a period of One year for procurement of Tablet Clofazimine 50mg and Tablet/Capsule Clofazimine 100mg for NTEP”, vide Notice Inviting e-Tender No.- CMSS/PROC/2023-24/NTEP/001. Detailed tender document containing eligibility criteria, selection mechanism, other terms and conditions are available on the website of Central Public Procurement Portal; www.eprocure.gov.in and CMSS Website; www.cmss.gov.in.

As per tender schedule, prebid meeting was held on 10/05/2023.

1. Following officials were present during the Pre-bid meeting:-

- (i) Ms. Anjana, GM (Procurement), CMSS
- (ii) Mr. D. Mohapatra, GM (Finance), CMSS
- (iii) Dr. Alok Mathur, Addl. DDG, CTD, MoHFW
- (iv) Ms. Akansha Jain, AGM (QA), CMSS
- (v) Mr. Inderjeet Yadav, AGM (Proc), CMSS

2. Following representative from prospective bidder was present during the Pre-bid meeting:-

- (i) Mr. Ranjit, Manager, Centurion Laboratories Pvt. Ltd.
- (ii) Mr. Pawan Chopra, ABM, Bharat Parenterals
- (iii) Mr. Sanket Manjrekar, Sr. Executive, Oxalis Labs.

3. Queries from following firms were received via email. These are tabulated at Annexure B with remarks:

4. Points raised by representatives of prospective bidders were discussed. After due consideration of the queries, following amendments/changes are issued (Annexure A).



Annexure A Amendments

1. Section: I (ITB); Point no 3.8 is amended to read as under; **Qualification Criteria** – Only the bidders, who meet the qualification criteria as detailed in Section III of the bid document shall be considered for award of contract. Bidders are required to submit supporting documents, as indicated in Section III (Qualification Criteria) along with their bid.
2. Section: I (ITB); Point no 4.1 sub para 2 is amended to read as under; **Support to local manufacturer** –If the item is not reserved for procurement exclusively from Class-I local suppliers and if Class-II/ Non-local suppliers are also eligible to participate in the tender, as per ITB 3.5, purchase preference shall be given to Class-I local suppliers over Class-II/ Non-local suppliers provided its quoted rates fall within 20% margin of purchase preference, in accordance with PPP-MII Order dated 16.09.2020.

The 'Class-I local Supplier'/ 'Class-II local Supplier' availing aforesaid benefit are required to indicate at the time of tender, bidding, or solicitation the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier', as the case may be. In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate, in the prescribed format, from the statutory auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content. Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

3. Section: I (ITB); Point no 4.2 addition sub para 5; **Support to MSEs** – In accordance with M/o MSME Gazette Notification No S.O. 2119 (E) dt. 26th June 2020, “ In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.”
4. Section: I (ITB); Point no 4.2 addition sub para 6; **Support to MSEs** – In accordance with M/o MSME Gazette Notification No S.O. 4926 (E) dt. 18th October 2022, “ In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to



avail of all non - tax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change."

5. Section: I (ITB); Point no 9.2.1.5.a is amended to read as under; **Documents comprising the bid**; (i) Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life. However, For the drugs recently introduced drugs in the county (introduced in the last two years), the requirement for Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life shall be waived off. Point no (iii) shall be applicable.

(ii) Only for the drugs introduced in Indian Pharmacopoeia in the recent past (last 2yrs), Long Term (Real Time) Stability Data for previously approved Pharmacopoeia or In-house Standards shall be accepted, as the case may be.

(iii) Accelerated Stability data for a period of 6 months in specified packing for at least 3 batches and available Long term (Real Time) stability data as available for the quoted product shall be submitted.

(iv) Certificate of Analysis of one batch of the quoted product should be submitted.

6. Section: II (BDS); ITB 5.2.2 is amended to read as under; **Basis of Evaluation for Schedules**

5.2.2 As the present tender inquiry is for the conclusion of the rate contract, the stipulation made in ITB 5.2.2 shall not apply. Instead, the bidders are required to offer the quoted items as per the delivery schedule indicated in Section IV; Schedule of Requirement for all purchase orders placed during the currency of the contract. Bids not conforming to delivery schedule, shall be summarily rejected.

7. Section: II (BDS); ITB 9.4 is amended to read as under; Schedule wise EMD shall be as under:

Sr. No.	Schedule No.	EMD Amount in INR
(a)	Schedule I	35,000/- (Rupees Thirty Five Thousand)
(b)	Schedule II	2,00,000/- (Rupees Two Lakh)
(c)	Schedule III	50,000/- (Rupees Fifty Thousand)

8. Section: II (BDS); ITB 13.1.1 is amended to read as under; **Right to vary Quantities at the time of Award** – To be deleted.

9. Section: II (BDS); ITB 13.1.2 is amended to read as under; **Parallel Contracts or Splitting of Award**;



The present tender inquiry is for the conclusion of the Rate contract and purchaser requirements for tendered stores shall be procured by placing Purchase order against the rate contract. Purchase orders against concluded rate contract shall be placed separately after award of the rate contract. As such, ITB 131.1 & 13.1.2 shall not apply.

10. Section: II (BDS); ITB 13.1.3 is amended to read as under; **Additional Conditions for Rate Contracts**; There shall be no parallel rate contracts amongst qualified bidders. The rate contract shall be awarded to only lowest qualified bidder.

Although the Rate contract shall be awarded to the lowest awarded bidder and no Parallel Rate contract shall be awarded against subject tender enquiry, the Purchaser reserve the right to place parallel Rate contract with MSEs (Micro & Small Enterprises) & Class I local supplier whose quoted rates falls within the margin of purchase preference as stipulated in PPP MSE and PPP MII order respectively. In case parallel rate contract are awarded to MSEs /Class I local supplier, Purchase order placed against the rate contract shall be divided in the proportion as stipulated in ITB 4.4.

11. Section: III (Qualification Criteria) point b is amended to read as under; Tenderer must submit own manufacturing license in the indicated pharmacopeia (as indicated in technical specification) valid on the date of tender opening (technical bid). If the tendered drug is in Indian Pharmacopoeia (IP), then the manufacturing license has to be submitted in IP only.

For drugs that are not available in IP, other official Pharmacopeia (s) are applicable. If a drug is not available in any of the official pharmacopeias, 'In House' standards are applicable as per the Drugs and Cosmetics Act 1940 and the Rules therein.

Bidder is requested to submit an undertaking that the drug is not available in IP or any other approved pharmacopeia.

Note:

1. License certificate should be for the same manufacturing premises from which quoted goods have been offered for supply.
2. Loan license, Contract manufacturing license etc. shall not be considered.
3. License for export of goods shall not be considered.

12. Section: III (Qualification Criteria) point e is amended to read as under; Tenderer must submit Market standing certificate issued by the Licensing Authority, as a Manufacturer of the item quoted, for at least last two financial years i.e. 2020-21 and 2021-22 OR 2021-22 and 2022-23. However, this would not apply to products which have been licensed by DCG (I) less than two years ago.

Note:



1. Unless otherwise stipulated in the Market standing certificate, the said certificate issued on a particular date shall be treated valid certificate for the financial year in which it has been issued. For example, Market Standing Certificate issued on 15.07.2022 for the period 15.07.2022 to 14.07.2023 shall be treated as Market Standing Certificate for the FY 22-23.
 2. Market standing certificate should be for the same manufacturing premises from which quoted goods have been offered for supply.
 3. Only for the drugs introduced in Indian Pharmacopoeia in the recent past (last 2yrs), Market standing certificate for previously approved Pharmacopoeia or In-house Standards (Export/ Domestic) shall be accepted, as the case may be.
 4. For the drugs recently introduced drugs in the county (introduced in the last two financial years), the requirement for Market standing certificate shall be waived off.
13. Section: III (Qualification Criteria) point I is amended to read as under; The tenderer must have average annual turnover of last three FY i.e. 2019-20, 2020-21 and 2021-22 OR 2020-21, 2021-22 and 2022-23 more than the followings:

Schedule No	Amount (in Rs.)
I	7,00,000/- (Rupees Seven Lakh)
II	40,00,000/- (Rupees Forty Lakh)
III	10,00,000/- (Rupees Ten Lakh)

Annual turnover statement for 3 years i.e. 2019-20, 2020-21 and 2021-22 OR 2020-21, 2021-22 and 2022-23 should be furnished in the format given in Section VIII Form 4.3 duly certified by the practicing Chartered Accountant. The certifying Chartered Accountant must indicate the details along with its UDIN.

Note:- MSEs (Micro and Small Enterprises) and Startup bidders are exempted for the minimum requirement of turnover.

14. Section: IV (Schedule of Requirement); revised Section IV enclosed.
15. Section: V (Technical Specification & Quality Assurance); J is amended to read as under Packaging; A strip consisting of individual blisters of the drugs duly identified should be packed in an Aluminum- PVC blister pack/ Alu-Alu strip pack.
16. Section: VI (GCC); 5.8.1 is amended to read as under; Performance Security;

Unless stipulated otherwise in SCC, within fourteen days after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security as per details given in SCC Section VII.



17. Section: VI (GCC); 5.8.2 is amended to read as under; Performance Security;
Performance security shall be denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
- (a) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque drawn on any commercial bank in India, favouring the authority mentioned in SCC
 - (b) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.1.
18. Section: VII (SCC); GCC 5.8.1 is amended to read as under; **Performance Security**; Within fourteen days after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity performance security for an amount equivalent to EMD amount of Rupees valid till 60 days beyond expiry of Rate Contract Period for its commitment to honour the purchase order issued under the Rate Contract.
19. Section: VII (SCC); GCC 8.4.5.4 is amended to read as under; **Certificate of Analysis (COA in case of Drugs)**; (i) A Certificate of Analysis/ Performance Evaluation Report from manufacturer's own Quality Control Lab covering each batch delivered is to be submitted along with shipping documents.

The Certificate of Analysis shall include:

- a) Generic name of the product
- b) Batch No.
- c) Pharmacopoeial Reference and/ or In-house method
- d) Batch quantity
- e) Date of manufacture
- f) Expiry date
- g) Date of test
- h) Description
- i) All identity, potency, purity, sterility, pyrogen and all other test required by the specified pharmacopoeia and/or In-house method. Both the actual results and the limits for the individual tests should be given
- j) Conclusion
- k) The CoA should specify the tests undertaken for quality assurance, including acceptable levels of impurities in general, if any, at the time of supply.
- l) Qualified signatures

The above mentioned batch shall be manufactured in accordance with the applicable GMP regulations.

- (2) The WHO Prequalification Unit - Medicines Assessment Team (PQT/MED) has issued an FAQ around the Nitrosamine concerns for rifapentine and rifampicin in December 2020. This explicitly mentions the



CPNP temporary limit of 20 ppm as accepted by USFDA and recognized by PQT/MED as acceptable from the point of view of a benefit/risk assessment.

Bidder has to submit an undertaking in technical bid that Certificate of Analysis (CoA) report shall be submitted by the manufacturers in compliance with tender clause 8.4.5.4.1 and the prevailing global standards as mentioned at 8.4.5.4.2 above at the time of supply. Annexure A Undertaking is attached.

- 20. Form 2; Revised Enclosed
- 21. Form 3; Revised Enclosed
- 22. Form 4.1; Revised Enclosed
- 23. Form 4.2; Revised Enclosed

All other contents of tender document remain unaltered.


General Manager (Procurement)



Section IV
Schedule of Requirement

Ref: Tender Document No. CMSS/PROC/2023-24/NTEP/004 Dated 03/05/2023

Tender Title: Rate contract for a period of one year for procurement of Capsule Rifampicin 150mg, 300mg & 450mg for NTEP.

A. List of Products

Sch. No.	Item Description	Unit	Tentative Quantity likely to be procured during RC period	Period of Rate Contract	Inspection Methodology (PDI/Non-PDI)	Delivery Place	Terms of Delivery
I	Capsule Rifampicin 150mg	No. of Capsules	25,19,200	01 (One) Year from the date of award of contract	Non-PDI Items (Delivery Stage Inspection)	At CMSS warehouses across India	DDP (Destination basis).
II	Capsule Rifampicin 300mg	No. of Capsules	25,65,200	01 (One) Year from the date of award of contract	Non-PDI Items (Delivery Stage Inspection)	At CMSS warehouses across India	DDP (Destination basis).
III	Capsule Rifampicin 450mg	No. of Capsules	8,29,600	01 (One) Year from the date of award of contract	Non-PDI Items (Delivery Stage Inspection)	At CMSS warehouses across India	DDP (Destination basis).

B. Delivery Schedule:-

1. Purchase Order against the Rate contract for a qty. of 8,81,720 Capsule (For Sch. I), 8,97,820 Capsule (For Sch. II) & 2,90,360 Capsule (For Sch. III) is likely to be placed immediately after issuance of Rate Contract with a delivery schedule of 60 days.
2. For supplies against subsequent Purchase order also, the bidder should confirm the delivery qty. of 81,720 Capsule (For Sch. I), 8,97,820 Capsule (For Sch. II) & 2,90,360 Capsule (For Sch. III) within 60 days of receipt of purchase order.



3. The bidders shall comply with aforesaid delivery schedule failing which their offer shall be summarily ignored.
4. TIA reserves the right to issue the purchase order as per the actual requirement of Programme division within RC period as per aforesaid delivery schedule.

C. Delivery Locations:

The details of CMSS warehouses are given below:-

CMSS Warehouse & Mapped States			
Sr No	Warehouse Location	States/UT's covered by the Warehouse	Address
1	Agartala	Tripura	Near ONGC Complex, PO-Hapania , Agartala-799014
2	Ahmadabad	Gujarat	Opp. P&T Colony, Shahalam, Ahmedabad-380028
3	Bangalore	Karnataka	APMC Yard, Yeswanthpur, Bangalore - 560022
4	Bhopal	Madhya Pradesh	Chhola Road, Near Nishatpura Cabin, Bhopal, M.P.
5	Chandigarh	Chandigarh	Central Medical Services Society Godown no. B014/3433, Near Vivekanand School, Godown area, Village Bhabat, Thana-Zirakpur, Dist: SAS Nagar-140603(Punjab)
		Punjab	
		Haryana	
		Himanchal Pradesh	
		Jammu & Kashmir,	
		Leh Ladakh	
		Uttarakhand	
6	Chennai	Tamil Nadu	Chitalapakkam(P.O), Chennai - 600064, T.N.
		Pondicherry	
		Andaman & Nicobar Islands	
7	Jajpur	Odisha	Dhawalgiri, Post-Jajpur Road, Dist-Jajpur, Odisha
8	Delhi	Delhi	Ware Housing Scheme Block No 2., Kirti Nagar, New Delhi-110015.
9	Guwahati	Assam	EPIP Complex, Amingaon, Guwahati-781031
		Arunachal Pradesh	
		Meghalaya	
		Nagaland	
		Sikkim	
		Manipur	
		Mizoram	
10	Hyderabad	Telangana	Behind Gandhibhavan, Nampally, Hyderabad-500001
		Andhra Pradesh	
11	Jaipur	Rajasthan	Plot no SPL-1296, EPIP Sitapura, Ind Area, Jaipur-302002
12	Kolkata	West Bengal	Rehabilitation Industries Corporation Estate, Bonhooghly, Kolkatta - 700 108
13	Lucknow	Uttar Pradesh	New Mandi Complex, Sitapur Road Lucknow-226020
14	Navi Mumbai	Maharastra	Sector-20 Near APMC Fruit Market , VashiNavi Mumbai-400613
		Goa	



CMSS Warehouse & Mapped States			
Sr No	Warehouse Location	States/UT's covered by the Warehouse	Address
		Dadra and Nagar Haveli	
		Daman and Diu	
15	Patna	Bihar	Bazar Sammittee , Katra Bazar, Patna city-800008
16	Raipur	Chattisgarh	Rawabhata , Raipur -493221
17	Ranchi	Jharkhand	Po-Hehal , Ratu Road , Dist-Ranchi-834005
18	Trivandrum	Kerala	Kinfra Apparel Park, Thumba, Palliphura(PO),
		Lakshadweep	Trivandrum-695586

CMSS reserve to right the change the consignee at any time if required



Form 2: Schedule of Requirements – Compliance & Deviation
Schedule of Requirements

(Ref ITB-clause 9.2, Schedule IV: Schedule of Requirements)

(To be submitted as part of Technical bid) (on Company Letter-head)

Ref: Your Tender Document No. Tender No./ xxxx; Tender Title: GOODS

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Fill up this Form regarding Section IV: Schedule of Requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Tender Title				
Tender Reference No				
Schedule	Description of Goods	Local Content (%)	HSN Code	Bidder's GSTIN
1	2	3	4	5

We Shall comply with, abide by, and accept without variation, deviation, or reservation all requirements detailed in Section IV: Schedule of Requirements in the Tender Document including Terms of Delivery, delivery schedule etc, except those mentioned below.

- a.
b.

We understand that if contrary terms and conditions are mentioned elsewhere in our bid, same shall not be recognised and shall be null and void.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]



Form 3: Technical Specifications and Quality Assurance – Compliance & Deviation
(Ref ITB-clause 9.2, Schedule V: Technical Specifications and Quality Assurance)

(To be submitted as part of Technical bid)

(on Company Letter-head)

Ref: Your Tender Document No. Tender No./ xxxx; Tender Title: GOODS

Bidder's Name _____

[Address and Contact Details]

Bidder's Reference No. _____ Date.....

Note to Bidders: Highlight in this form deviations, if any, from Section VII: Technical Specifications and Quality Assurance, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Technical specification as per tender	Comply (Yes/No)

Note: - (i) Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life. However, For the drugs recently introduced drugs in the county (introduced in the last two years), the requirement for Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life shall be waived off. Point no (iii) shall be applicable.

(ii) Only for the drugs introduced in Indian Pharmacopoeia in the recent past (last 2yrs), Long Term (Real Time) Stability Data for previously approved Pharmacopoeia or In-house Standards shall be accepted, as the case may be.

(iii) Accelerated Stability data for a period of 6 months in specified packing for at least 3 batches and available Long term (Real Time) stability data as available for the quoted product shall be submitted.

(iv) Certificate of Analysis of one batch of the quoted product should be submitted.

We shall comply with, abide by, and accept without variation, deviation; or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned below.

- a.
b.



We understand that if contrary terms and conditions are mentioned elsewhere in our bid, same shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents



Form 4.1: PROFORMA FOR PERFORMANCE STATEMENT**(FOR A PERIOD OF LAST 3 YEARS)**

Name of Bidder with Address _____

Manufacturer with Address _____ Tender

No & Date _____

Sr. No. of the Quoted Product _____

Name of the Quoted Product _____

Financial Year	2020-21						
Name of Purchaser with Contact Details	Purchase Order No and Date	Description of Goods	Unit	Qty.	Unit Price All Incl.	Total Value	Remarks
Financial Year	2021-22						
Name of Purchaser with Contact Details	Purchase Order No and Date	Description of Goods	Unit	Qty.	Unit Price All Incl.	Total Value	Remarks
Financial Year	2022-23						
Name of Purchaser with Contact Details	Purchase Order No and Date	Description of Goods	Unit	Qty.	Unit Price All Incl.	Total Value	Remarks



Note:

1. Copies of Purchase orders and e-way bills (Maximum 05 for each Purchase order- the ones pertaining to for large consignment) shall be submitted.
2. Proof for the manufacturing (BMR) / importing of the items quoted to be produced, if demanded.

Signature of Tenderer

Name in Capitals

Date:

Seal:

Signature of Practicing Chartered Accountant

Name in Capitals

Date

Seal

UDIN-



Form 4.2: ANNUAL TURNOVER STATEMENT

The Annual Turnover (Sales) of M/s. _____ for the past three years are given below and certified that the statement is true and correct.

Sl. No.	Financial Year	Turnover in Lakhs (Rs)
1.	2019-2020 / 2020-21	-
2.	2020-2021/ 2021-22	-
3.	2021-2022 /2022-23	-

Total - Rs. _____ Lakhs.

Average Turnover Per Annum in the last three years mentioned above -Rs. _____
Lakh

Date:

Seal:

Signature of Auditor/Chartered Accountant

(Name in Capital)

UDIN-



Annexure A
UNDERTAKING
(On Company's Letter Head)

We,.....(name of bidder), having offices
at.....are participating in Tender
No..... Dated.....

We equivocally and irrevocably undertake that,

- i) The Certificate of Analysis (CoA) will be submitted at the time of supply specifying all details as mentioned at 8.4.5.4.1 (a) to (l) for each batch.
- ii) The Certificate of Analysis (CoA) shall be in compliance with prevailing global standards as mentioned at 8.4.5.4.2 of tender documents/ Corrigendum.

If at any stage, non-compliance of above orders - observed/found we will be liable for stringent actions as per the tender terms and condition including suspension/debarment from any bidding in CMSS/MoHFW tenders for two years.

M/s _____
Authorized Signatory.

Witness

1. Signature



Annexure B

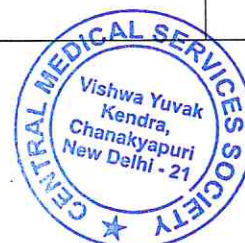
S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
A	M/s Centurion Laboratories Pvt. Ltd.		
1	SECTION-III -QUALIFICATION CRITERIA b) Tenderer must submit own manufacturing license in the indicated pharmacopeia (as indicated in technical specification) valid on the date of tender opening (technical bid) If the tendered drug is in Indian Pharmacopoeia (IP), then the manufacturing license has to be submitted in IP only c) Note: 3. License for export of goods shall not be considered.	In Section III B (3), export licenses not accepted does it mean also experience (MMC) of export not accepted? (Even though local Permission is available recent before tender opening)	Refer Annexure A
2	B. Delivery Schedule:- 1. Ist Tranche of supplies against the Rate contract of qty. of 8,81,720 Capsules (For Sch. I), 8,97,820 capsules (For Sch. II) & 2,90,360 capsules (For Sch. III) is likely to be placed immediately after issuance of Rate Contract with a delivery schedule of 60 days. 2. For next tranche of the Purchase order also, the bidder should confirm the delivery qty. 8,81,720 Capsules (For Sch. I), 8,97,820 capsules (For Sch. II) & 2,90,360 capsules (For Sch. III) within 60 days of receipt of purchase order.	Section IV (b), 2, Deliver; 1 st trench immediately in 60 days & second trench 60 days from date of purchase order so both in 60 days is not clear and possible, please clarify.	Refer Annexure A
3	Last date for submission: 17/05/2023 at 4:00PM	Please extend tender as whole tender documents are revised by CMSS	Last date for submission: 25/05/2023 at



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
			4:00PM
4	<p>At Delivery Stage: Delivery stage inspection is done after the goods reach at consignee location. If the contract stipulates inspection at delivery stage, the supplier will deliver/dispatch the manufactured items (as per the technical specifications) to consignees location. The samples will be collected from the consignees location and sent to designate Quality Control Labs, as decided by Purchaser. Sample quantities will be borne by Purchaser. Also, handling and testing charges will be borne by Purchaser. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/ batches will be deemed to be rejected goods.</p>	<p>Clause no 7.1(b), if Contractor stipulates inspection at consignee place, delivery considered after QC report at consignee place also for non- PDI also, clarify</p>	Refer Annexure A
5	<p>GCC 5.8:</p> <p>1. Within fourteen days after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity performance security for an amount equivalent to INR 10 Crores of Rupees valid till expiry of Rate Contract Period i.e. till for its commitment to honour the purchase order issued under the Rate Contract.</p> <p>Additionally, for each of the purchase order placed against the Rate Contract, within fourteen days of issue of purchase order, the contractor shall furnish to the Procuring Entity performance security for an amount equivalent to 3% of the value of purchase order inclusive of duties and taxes. valid for the period of sixty</p>	<p>Page 148, GCC 5.8</p> <p>a. PBG of 10cr where LOA skipped</p> <p>b. Plus 3 % of PO value PBG also to clarify</p>	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	days after the date of completion of all contractual obligations by the contractor including the shelf life/warranty obligations of the goods supplied.		
6	Form 3 Note: - Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life and Certificate of Analysis of one batch of the quoted product should be submitted.	COA of any new batch to submit from stability data of 3 batches is for final testing after 2 years or initial. Plz clarify.	Refer Annexure A
7	Form 4.1 Copies of Purchase orders and e-way bills (Maximum 05 for each Purchase order- the ones pertaining to for large consignment) shall be submitted.	PO with E-way bill maximum 5-for large order required, please clarify large order qty.	Refer Annexure A
8	Format 1.3: Certification by Prospective Arbitrators (Ref Clause 11.5.4 of GCC)	Form 1.3 "Certification by Prospective Arbitrators", by whom to be filled up this certificate. Confirm Arbitrator's name, etc.	No Change, As per Tender Not required at time of bidding
9	ITB 10.3.1 Sub-para 6 Original copies of Bid Securing Declaration (applicable for MSEs and Startups)/ Earnest Money Deposit (applicable for all other bidders i.e. other than MSEs and Startups), as applicable, is to be submitted in a sealed cover. The envelope should be superscribed as Bid Securing Declaration/ Earnest Money Deposit against Tender No CMSS/PROC/2023-24/NTEP/004 Dated 03/05/2023 Scheduled to be opened on 26/05/2023 at 4:00 PM. The documents should be sent in person/ courier so as reach the Tender Inviting Authority by the scheduled date and time, as indicated in Bid Data	See 10.3.1 Digital signed documents to be uploaded (EMD). Please clarify & Check which original document to be submitted some next day of online uploading & some within 5 days after uploading. Please keep 5 days for all documents. Confirm which documents to be required to submit original hard copies.	No Change, As per tender



S. No.	Standard Tender Clause		Query Received from Prospective Bidders	Response				
	Sheet at ITB 8.							
10	3) (a) At Pre-Dispatch stage: Pre-dispatch inspection (PDI) for passing the quality of the goods, would be done before direct shipment to the consignees from supplier manufacturing premises. If the contract stipulates pre-dispatch inspection, the supplier after completion of manufacturing process, should offer goods for PDI inspection in writing to Quality Assurance Department of the Purchaser at least 10 days before....		For PDI, order, Dt of delivery should be considered from Dt of offered PDI or within week of PDI offered and same for inspection at consignee place or increase delivery period to 120 days.	Refer Annexure A				
11	<table><tr><td>Study</td><td>Storage condition</td></tr><tr><td>Long Term Stability</td><td>25 °C ± 2 °C/60% RH ± 5% RH or 30 °C ± 2 °C/65% RH ± 5% RH</td></tr></table>	Study	Storage condition	Long Term Stability	25 °C ± 2 °C/60% RH ± 5% RH or 30 °C ± 2 °C/65% RH ± 5% RH		Stability: As per new ICH guidelines, India comes under 4b zone and for Zone 4b, LT stability should be done at 75% RH ± 5% & 30 ⁰ C ± 2 ⁰ C after year 2018. Clarify or amend stability Temp & RH	Refer Annexure A
Study	Storage condition							
Long Term Stability	25 °C ± 2 °C/60% RH ± 5% RH or 30 °C ± 2 °C/65% RH ± 5% RH							
12	4.4, 1 a,b,c (i)-1 is “MSE Class-I local supplier” 100% of the tendered quantity is to be awarded to L-1. (ii) L1 is “Non-MSE but Class-I local supplier” - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. <i>Balance quantity</i> is to be awarded to L-1 bidder. (iii) L-1 is “MSE but non-Class-I local supplier” – Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. <i>Balance</i>		Quantity & value of items of the above tenders are too much large so order should be given to L1 & L2 bidders for fast, smooth & uninterrupted supply.	Refer Annexure A				



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<p>quantity is to be awarded to L-1 bidder.</p> <p>(iv)L-1 is “Non-MSE non-Class-I local supplier” – Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for “50% of the tendered quantity minus quantity allotted to MSEs above” as per PPP-MII Order. For the <i>balance quantity</i>, contract is to be awarded to L-1 bidder.</p>		
13	<p>Section IV, Schedule of Requirement</p> <p>A. List of Products---- Delivery Place----“All over India- Consignees spread across the country including the CMSS warehouses.</p> <p>C. Delivery Locations: The details of CMSS warehouses are given below</p>	<p>Kindly note that “getting original CRC from all over India” will take time and this delays getting payment which may impact on quoting the rate of the items. So kindly make them available at the earliest and provide upto date/working contact number and mail IDs to do follow ups for the same. As well as kindly accept Xerox copy of CRC.</p> <p>Kindly amend or clarify the procedure for getting payment smoothly & rapidly by us.</p> <p>As well as confirm whether supply to be done for 18 CMSS locations or all over India at the time of LOA/PO.</p>	Refer Annexure A
B	M/s Macleods		
1.	2. Tender timelines are as under:	As the format of the tender book has changed and we need more time to go through the same, also multiple	No Change



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	(d) Last date and time for bid submission :- 25/05/2023 at 4:00PM	tenders are floated at a time for TB products and we being one of the TB products supplier having a wide range of TB products, so we request you to extend the deadline to submit the bid.	
2.	Refer to Notice Inviting E-Tender, Point # 2(d) & (e) (Under Tender Timelines)- It is mention the Last date & time of bid Submission is 17.05.2023 and in online portal Due date of online submission is mentioned as 25.05.2023 Last Date of Submission of original Documents as 25.05.2023.	Kindly confirm the Last date of the Online Submission.	25/05/2023 at 4:00PM
3.	ITB 13.1.2: - There shall be no parallel contracts or splitting of quantity amongst qualified bidders. The contract shall be awarded to only lowest qualified bidder.	Please clarify why 100% quantity will be awarded to single lowest qualified bidder? It will lead to supplier security issue.	Refer Annexure A
4.	Refer to Section IV – Schedule of Requirement- B- Delivery Schedule:- 1. Ist Tranche of supplies against the Rate contract of qty. of (Sch I) 8,81,720 Capsule, 8,97,820 Capsules (Sch II) & 2,90,360 (Sch III) is likely to be placed immediately after issuance of Rate Contract with a delivery schedule of 60 days. 2. For next tranche of the Purchase order also, the bidder should confirm the delivery qty. (Sch I) 8,81,720 Capsule, 8,97,820 Capsules (Sch II) & 2,90,360 (Sch III) within 60 days of receipt of purchase order. 3. TIA reserves the right to issue the purchase order as per the actual requirement of programme division within contract period.	a) Refer to this clause we hereby request you to kindly provide us the actual quantities by no. of Tranche, so that we can confirm the lead time as per mentioned in tender, as because we have to arrange the API i.e. as we are manufacturing of API for which we too need time for manufacturing. And as on receipt of the LOA or PO, for the supply of drugs to CMSS, the supply period for Tranche I quantity as per the Tender clause was 60 days from the date of issue of LOA which is likely not possible as because as below :- it takes minimum 30 to 60 days to complete with production dependency. After production, it takes a further 10 to 15 days to receive COA. After the products have been inspected by you, it takes additional	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
		<p>20-30 days to receive the inspection reports.</p> <p>It takes atleast 30 days for the goods to be delivered to all location, thus making the delivery possible in roughly 100 to 130 days.</p> <p>In light of the fact that it will actually be unable to get first tranche dispatched in 60 days, we hereby request you to kindly consider or give us a minimum of days rather than 90 days in order to seamless delivery without any LD Charges.</p>	
5.	<p>Refer to Section VII: Special Condition of Contract - (GCC- 5.8) Performance Security (Page # 173).</p> <p>1) Unless stipulated otherwise in SCC, within fourteen days after the issue of Letter of Award (Loa or the contract, if Loa is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid for the period as specified in SCC (for sixty days after the date of completion of all contractual obligations by the contractor including the shelf life/ warranty obligations).</p> <p>1. Within fourteen days after the issue of Letter of Award (Loa or the contract, if Loa is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity performance security for an amount equivalent to INR 10 Crores of Rupees valid till expiry of Rate Contract Period i.e. till for its commitment to honour the purchase order issued under the Rate Contract.</p> <p>2) The amount of Performance security shall be for an amount as indicated in SCC (@ 3% of the contract Price) denominated in Indian Rupees or the currency of the</p>	<p>This clause may please be amended as This clause may please be amended as to submit the Performance Security as per some percentage on the contract value (For eg 1% of the Contract Value). As it is mention in the tender clause to submit Rs. 10 Crore Performance Security.</p> <p>Also if we are submitting Performance Security on the Contract value as per the LOA, then why again to give 3% Performance Security against each Purchase Order.</p>	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	contract and shall be in one of the following forms: etc.		
6.	<p>Refer Form 4.1: PROFORMA FOR PERFORMANCE STATEMENT :-</p> <p>Copies of Purchase orders and e-way bills (Maximum 05 for each Purchase order- the ones pertaining to for large consignment) shall be submitted. It is mention to update the Unit Price All Incl & Total Value details along with the past performance.</p>	<p>1. This clause may please be amended as to submit the Purchase order copies along with the Performance Statement. Please confirm E-way bills means Commercial Invoice copy or the Bill of Lading / Airway Bill, if yes then we would not be able to provide BL / AWB copy this is because all our consignment goes through Ex-Factory.</p> <p>2 Refer to this clause, we hereby request you to kindly remove this column, as those details are confidential details and we have confidentiality agreement with other buyers which cannot be shared and same was not asked in the past tenders too.</p> <p>3. Same product supply history should be considered as it is a complex product to manufacture.</p>	Refer Annexure A
7.	<p>Refer to Section IV – Schedule of Requirement – A. List of Products – Refer to Inspection Methodology (PDI / Non-PDI):- It is mentioned as NON –PDI Items.</p>	Refer to tender clause, request you to kindly clarify if the said product is under Non-PDI Item then is the CRC form mandatory to submit at the time of payment process, please clarify.	Refer Annexure A
8.	<p>Refer Section VI: General Conditions of Contract (GCC) – In Point #7 -3(a) At Pre- Dispatch Stage details are mentioned (Page # 102)</p> <p>Refer to Section VII – Special Conditions of Contract – Refer to GCC 7.1.6 - The goods supplied under the contract shall be subjected to PDI at manufacturer's</p>	Refer to tender clause mention in Section IV Schedule of Requirement – A. List of Products – Refer to Inspection Methodology (PDI / Non-PDI), it is mentioned that this product is NON- PDI Items, so please confirm is Pre Shipment Inspection is to be done or not ?.	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	manufacturing premises before dispatch.		
9.	Refer to Clause 13 – Award of Contract – Point # 13.1.2 Parallel Contracts or Splitting of Award Unless otherwise stipulated in BDS, there shall be no parallel orders or splitting quantities among more than one Bidder.	Refer to this clause, request you to kindly guide us what does Parallel Contracts or Splitting Award means. Is this means whether lowest bidder will get 100% quantity?	Refer Annexure A
10.	Refer to Section V – Technical Specifications and Quality Assurance – A. Specific Requirement- In Item Description It is mentioned that the item is a Blister Strip Pack. It is mention in Description that the said product is considered in IP/BP/USP/International Pharmacopeia, but refer to point 2 (Protocol and Testing) it is mentioned that the Microbial Count test is conducted as per IP	Refer to this point, request you to amend the pack to be in Strip pack instead of Blister Strip pack. Please clarify, Also please confirm, we understand all our technical documents like Stability Data, Market Standing certificate etc. we can submit with from any one of the Pharmacopeia (IP/BP/USP/International Pharmacopeia/ In House), please confirm.	Refer Annexure A
11.	Refer to Form 6: Checklist for Bidders – Point # 3.a - Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighbouring countries	Refer to this point, request you to kindly clarify what does Restricted Neighbouring Countries means.	No Change, As per tender
12.	Miscellaneous query	The Online bid submission documents which are to be uploaded in the portal size of the file details are not mentioned, so please confirm the same previously the limit was freeze to 40 MB. Kindly increase the limit.	No Change, As per tender
13.	Refer to Form 1.1: Bidder Information – Point 3- Authorization of Person(s) signing the bid on behalf of the Bidder (a) Full Name: _____ (b) Designation: _____ (c) Signing as: _____ ♦ A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of	Refer to this point we hereby request you to kindly confirm whether any employee who is authorised to sign the documents on behalf of Sole Proprietor / Partnership / Constituted by sharing Power of Attorney.	No Change, As per tender



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<p>the sole proprietor, ♦ A partnership firm. The person signing the bid is duly authorized being a partner to do so, under the partnership agreement or the general power of attorney. ♦ A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association. Documents to be submitted: Partnership Agreement/ Power of Attorney/ Registration Certificate/ Memorandum of Association/ Board Resolution.</p> <p>Point 4 - Bidder's Authorized Representative Information:- (a) Name: (b) Address: (c) Telephone/ Mobile numbers: (d) Email Address:</p>	<p>Refer to this clause we hereby need the clarification whether we need to mention our Agent details who is authorised on behalf of our company or if any names need to be mentioned or if any employee of the company can sign the documents.</p>	
14.	<p>Refer to Section 1- Instructions to Bidder- Clause # 10.3.1 Submission/ Uploading to the Portal- Point # 3. Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.</p>	<p>Refer to this clause, we need to confirm whether we can sign manually on the set of documents along with stamp and can upload it on the portal as digitally signing is mentioned.</p>	No Change, As per tender
15.	<p>Refer to Section VI: General Conditions of Contract (GCC) – Clause # 9 – Point # 9.12 (Liquidated damages)- 1) Subject to GCC clause 9.11, if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services within the</p>	<p>Refer to this clause, we request you to kindly remove this clause or reduce the percentage of penalty amount.</p>	No Change, As per tender



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<p>time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the 2½ % of the delivered price (including elements of GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay to be applied proportionately on per day basis subject to a maximum deduction of the 10% (or any other percentage if prescribed in the contract) of the delayed Goods' or incidental Works/ Services' contract price(s). Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply.</p>		
16.	<p>Refer to Section VI: General Conditions of Contract (GCC) – Clause # 10 – Point # 10.3.2 (Terms and Mode of Payment)-</p> <p>g) Undertaking that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.</p> <p>h) Undertaking for Fall Clause as per GCC 10.1.6</p> <p>i) Undertaking for Statutory reduction in duties and taxes as per GCC 10.2.4</p> <p>Undertaking that the contractor is agreeable to receive payment of goods by recovering liquidated damages for delayed supplies in accordance with the conditions of the contract.</p>	<p>Refer to this clause, we request you to kindly remove this clause.</p>	<p>No Change, As per tender</p>
17.	<p>Refer to Section VI: General</p>		<p>No Change, As</p>



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<p>Conditions of Contract (GCC) – Clause # 10 – Point # 10.1.2 (Controlled Prices) -</p> <p>1) The price charged by the contractor shall not be higher than the controlled price fixed by law for the Goods, or where there is no controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which the same or similar Goods are available in the market in the relevant region, or contravene the norms for fixation of prices laid down by Government, or where the Government has not fixed such prices or norms, it shall not exceed the price appearing in any agreement relating to price regulation by any industry in consultation with the Government.</p>	Refer to this clause, request you to kindly guide us from where we can get the controlled price list.	per tender
18.	<p>CMSS Warehouse & Mapped States – Page 61</p> <p>CMSS reserve to right the change the consignee at any time if required.</p>	Please let us know in advance before the goods are ready if the consignees are changes, so that we can make necessary changes	Refer Annexure A
19.	<p>Miscellaneous query</p>	Refer to Sch III (Capsule Rifampicin 450 mg), we hereby request you to kindly remove this documents under eligibility criteria or waive off the given 2 mentioned years and amend to provide the MSC any two previous year, this is because this product demand in market is very less, so it is not possible to provide the details as per the mentioned last 2 years i.e 2020-21 and 2021-22 OR 2021-22 and 2022-23, so please make it any two previous year.	Refer Annexure A
20.	<p>Miscellaneous query</p>	We request CMSS to ask supplier to provide 2 years manufacturing and marketing experience of the same product and not similar product.	No Change, As per tender



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
21	Miscellaneous query	As there is Nitrosamine impurity in Rifampicin so we request CMSS to add the clause asking the supplier to provide proof of this impurity limit less than 5 ppm as per WHO PQ, Eg. COA or specification, etc.	Refer Annexure A
22	9.4 Bid Security - Related Documents 1. Bidders shall submit Earnest Money Deposit (EMD) for the amount as indicated in Bid Data Sheet. The EMD shall be paid by Account payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque /Bank Guarantee or RTGS/NEFT/Insurance Surety Bonds.	<p>Refer to this clause, we hereby understand that even the Tender is getting extended; we do not have to extend the EMD Bank Guarantee validity, Kindly confirm.</p> <p>This is because, if you extend the tender for 1 week extension, then it is not possible for us to get extended Bank Guarantee from bank within a week.</p> <p>So request you to kindly confirm to avoid further misunderstanding.</p>	No Change, As per tender
C	M/s Bharat Parenterals Pvt. Ltd.		
1	Refer to Section IV – Schedule of Requirement- B- Delivery Schedule:- 1. Ist Tranche of supplies against the Rate contract of qty. of (Sch I) 1,65,300 & 10,87,01,636 (Sch II) is likely to be placed immediately after issuance of Rate Contract with a delivery schedule of 60 days. 2. For next tranche of the Purchase order also, the bidder should confirm the delivery qty. (Sch I) 1,65,300 & 10,87,01,636 (Sch II) within 60 days of receipt of purchase order. TIA reserves the right to issue the purchase order as per the actual requirement of programme division within contract period.	<p>With reference to our bids for above mentioned tenders for supply of Anti TB Drugs, we would like to draw your kind attention towards delivery period instead of 60 days as it is not possible to deliver the stocks within 60 days time as it involved many parameters i.e. procurement of API, packing material etc., printing of packing material, production of stores, testing of material, delivery of stores to the ultimate consignees. You are requested to kindly allow minimum 90 days time towards delivery period against the subject tender.</p>	Refer Annexure A

