

## CENTRAL MEDICAL SERVICES SOCIETY

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

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Email- [dgceocmss@cmss.gov.in](mailto:dgceocmss@cmss.gov.in), [gmproc1@cmss.gov.in](mailto:gmproc1@cmss.gov.in), [agmproc3@cmss.gov.in](mailto:agmproc3@cmss.gov.in)

### Amendment no. 1

**Tender No. CMSS/PROC/2023-24/NTEP/009 for rate contract for a period of One year for procurement of Tablet Rifapentine 150mg for NTEP.**

### Minutes of Pre-bid meeting held on 08<sup>th</sup> 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 Rifapentine 150mg for NTEP”, vide Notice Inviting e-Tender No.- CMSS/PROC/2023-24/NTEP/009. 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](http://www.eprocure.gov.in) and CMSS Website; [www.cmss.gov.in](http://www.cmss.gov.in).

As per tender schedule, prebid meeting was held on 08/05/2023.

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

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

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

- (i) Mr. Mukul Jerath, Vice President Exports, Lupin Ltd.
- (ii) Mr. Prashant Naik, Finance, Lupin Ltd.
- (iii) Mr. Maneesh Sapte, Director, Svizera Labs. Pvt. Ltd.
- (iv) Mr. Alok Kumar, Director, J. Duncan Healthcare Pvt. Ltd.

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. 26<sup>th</sup> 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. 18<sup>th</sup> 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 3.5 is amended to read as under; In accordance with DPIIT Public Procurement (Preference to Make in India) Order, 2017 dated 16.09.2020 read with DOP Circular F.No.31026/65/2020-MD dated 30.12.2020 as amended till date, only Class-I & Class- II local suppliers, as defined in aforesaid notifications are eligible to bid.

**Minimum local content requirement for bidders-** classification as Class-I/ Class-II local Suppliers shall be as per the DOP Circular F.No.31026/65/2020-MD dated 30.12.2020. Accordingly, **Class I Local Supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 80%. **Class II Local Supplier** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 50% but less than 80%.

7. 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.

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 13.1.1 & 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.

The Tenderer should furnish the domestic Manufacturing License in Form of 25 / 28 issued from State Licensing Authority along with the approval of DCGI in Form of 46/CT-23 as new drug approved by DCGI.

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 country (introduced in the last two 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	36,00,00,000/- (Rupees Thirty Six Crores)

Annual turnover statement for 3 financial 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 4.2 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: III (Qualification Criteria) point g is amended to read as under; The tenderer must have supplied at least 20% of the Tentative Qty. of the same or similar item during the last three financial years. In support of above, the tenderer shall submit details of past purchase orders executed by them in the proforma annexed at Annexure- Section VIII Form 4.2. The details shall be duly certified by the practicing Chartered Accountant. The certifying Chartered Accountant must indicate the details along with its UDIN. The copies of purchase orders and e-way bills (maximum 05 for each Purchase Order – the ones pertaining to for large consignments) shall be submitted.



Note: Similar item means Any Anti TB Drugs

15. Section: IV (Schedule of Requirement); revised Section IV enclosed.
16. Section: V (Technical Specification & Quality Assurance); B is amended to read as under Shelf Life;

Study	Storage condition
Long Term Stability	25 °C ± 2 °C/60% RH ± 5% RH or 30 °C ± 2 °C/65% RH ± 5% RH

17. Section: V (Technical Specification & Quality Assurance); B is amended to read as under Storage; Store protected from light and moisture at room temperature (25°C (77°F); excursions permitted 15–30°C (59–86°F)
18. Section: V (Technical Specification & Quality Assurance); I 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.
19. Section: V (Technical Specification & Quality Assurance); k is amended to read as under Packaging; Packing in 20X3X8
20. 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.

21. 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.
22. 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.

- 23. Form 2; Revised Enclosed
- 24. Form 3; Revised Enclosed
- 25. Form 4.1; Revised Enclosed
- 26. 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/009 Dated 01/05/2023

Tender Title: Rate contract for a period of one year for procurement of Tablet Rifapentine 150mg 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	Tablet Rifapentine 150mg	No. of Tablets	3,52,49,160	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 1,23,37,206 tablets is likely to be placed immediately after issuance of Rate Contract with a delivery schedule of 90 days.
2. For supplies against subsequent Purchase order also, the bidder should confirm the delivery qty. of 1,23,37,206 tablets within 90 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





CMSS Warehouse & Mapped States			
Sr No	Warehouse Location	States/UT's covered by the Warehouse	Address
		Punjab	Godown no. B014/3433, Near Vivekanand School, Godown area, Village Bhabat, Thana-Zirakpur, Dist: SAS Nagar-140603(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	
10	Hyderabad	Mizoram	Behind Gandhibhavan, Nampally, Hyderabad-500001
		Telangana	
		Andhra Pradesh	Plot no SPL-1296, EPIP Sitapura, Ind Area, Jaipur-302002
11	Jaipur	Rajasthan	
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	
		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), Trivandrum-695586
		Lakshadweep	

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 &amp; 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. (Rs)	Financial Year	Turnover in Lakhs
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 B

S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
A	<b>M/s Centurion Laboratories Pvt. Ltd.</b>		
1.	<p>Section III:- 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.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. License certificate should be for the same manufacturing premises from which quoted goods have been offered for supply.</li> <li>2. Loan license, Contract manufacturing license etc. shall not be considered.</li> <li>3. License for export of goods shall not be considered.</li> </ol>	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.	<p>Section III:- Tenderer must submit Non-Conviction Certificate issued by the Licensing Authority certifying that the tenderer (as well as the manufacturer firm in case of non-manufacturer bidders) has not been convicted i.e. 2020-21 and 2021-22 OR 2021-22 and 2022-23.</p>	F(1)non-conviction of any two FY or only last two FY requirements?	No Change, As per Tender
3.	From 4.1, to be signed by statutory auditor	From 4.1, to be signed by any CA or statutory auditor when only auditor/ CA mentioned.	Refer Annexure A
4.	From 4.2, to be signed by any CA or statutory auditor when only auditor/ CA mentioned.	From 4.2 average turnover last 3 years is to be signed by any CA or statutory?	Refer Annexure A
5.	<p>Section IV (b), Delivery Schedule:- 1. 1st Tranche of supplies against the Rate contract of qty. of 6,66,94,128 tablets is likely to be placed immediately after issuance of Rate Contract with a</p>	Section IV (b), 2, Deliver; 1 <sup>st</sup> trench immediately in 90 days & second trench 90 days from date of purchase order so both in 90 days is not clear and possible, please clarify	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	delivery schedule of 90 days. 2. For next tranche of the Purchase order also, the bidder should confirm the delivery qty. 6,66,94,128 of tablets within 90 days of receipt of purchase order.		
6.	Section- V page 66 shelf life 24months	Section- V page 66 shelf life only long-term stability of 2 years of export PRODUCT IS ACCEPTABLE?	Refer Annexure A
7.	Bid submission end date is 22.05.2023	Please extend all tender of at least tender no CMSS/009 dtd 02.05.2023 Rifapentine 150 mg, for 20 days till 10.06.2023 as its new item and many tenders are at a time and there are too much changes in these tender than previous Tender No CMSS/022 and we have to quote all.	Refer Annexure A
8.	Section V Technical Specifications; Point K Packaging	For Cmss-009 page 67, K; packing of 8X8 aL-Pvc amber blister but in design its 3X8 tab blister pack. Packing in 20X3X8 tab is to be confirmed.	Refer Annexure A
8.	<b>Section VI- Point 7.1.(b)</b>  <b>At Delivery Stage:</b>  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 102 decided by Purchaser. Sample quantities will be borne by Purchaser.	Page 100, 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	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	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.		
9.	<p>Section VII-SCC, GCC5.8</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>2. 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 days after the date of completion of all contractual obligations by the contractor including the shelf life/ warranty obligations of the goods supplied.</p>	<p>Section VII-SCC, GCC5.8</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
10.	Form 3: 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	Page 160, from-3, Note: 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





S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	product should be submitted.		
11.	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.	From 4.1, PO with E-way bill maximum 5-for large order required, please clarify large order qty.	Refer Annexure A
12.	Format 1.3;  "Certification by Prospective Arbitrators"	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
13.	Section I- ITB Clause 10.3.1;  <b>Submission/ Uploading to the Portal</b> No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information – otherwise, the bid shall be rejected as nonresponsive.	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
14.	Section IV- A- List of Product  Non PDI Items	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
15.	The CMSS shall endeavour to make payment within 75 days in respect of items requiring sterility tests and within 60 days in respect of items requiring non- sterility test from the date of submission of invoice or from the date of receipt of material, whichever is later along with all the relevant documents of tender.	Supply: Payment procedure will be delayed due to not getting CRC on time & provide up to date information of contact person (m. no. & mail id) for taking follow ups or keep supply to CMSS depots ONLY.	Refer Annexure A
16.	Section V- Technical Specifications;  Point B- Storage and Shelf Life	Stability: As per new ICH guidelines, India comes under 4b zone and for Zone 4b, LT stability should be done at 75% RH $\pm$ 5% & 30 <sup>0</sup> C $\pm$ 2 <sup>0</sup> C after year 2018. Clarify or amend stability	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
		Temp & RH.	
17.	Section II- BDS-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.	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
18.	<b>Other</b>	As other anti-TB drugs under "Schedule H1", do kindly check & confirm "Schedule" for Rifapentin Tab. whether it is under "Schedule H" or "Schedule H1".	Refer Annexure A
<b>B</b>	<b>M/s Svizera Labs Pvt. Ltd.</b>		
1.	Section II- BDS; In accordance with DPIIT Public Procurement (Preference to Make in India) Order, 2017 dated 16.09.2020 read with DOP Circular F.No.31026/65/2020-MD dated 30.12.2020 as amended till date, only Class-I local suppliers, as defined in aforesaid notifications are eligible to bid.	Page 1 of Tender Document specifies that Class I & Class II Local Suppliers are eligible to bid. However, BDS on page 51 (ITB 3.5 1st Para) specifies that only Class I is eligible to bid. Please clarify the same.	Refer Annexure A
2.	Section I- ITB, Clause 13.2.3; It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller ID. before the placement of LoA or the contract. This ID shall be incorporated in the contract.	As per your Clause No. 13.2.3(2) (page 46), it is mandatory to be registered on GeM and provide GeM Seller ID. Since this is a new requirement of CMSS, we need sufficient extension of Tender due dates to get the GeM Seller ID. Please extend it suitably. Alternately, you may delete this requirement.	Refer Annexure A
3.	Section I ITB, Clause 9.2.1.5.a; Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life.	Being new item, the requirement of Long Term Stability Data (9.2.1.5.a – page 26) to be removed & replaced with 6 months Accelerated Stability Data only.	Refer Annexure A
4.	Section II BDS; ITB 5.2 Bidders have the option to submit its bid for any one or more schedules. However, Bidder shall mandatorily quote for 100% of the scheduled quantity. Bids for part quantity shall be summarily ignored.	As per Tender, we are required to mandatorily quote for 100% Quantity (5.2 – page 16 & 51). Earlier it was 50%. Combined capacity of all manufacturers for this item is likely to be less than the Tender Quantity. So it needs to be reduced to 50% quantity.	Refer Annexure A





S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
		Going for 100% quantity means eliminating MSME companies, who generally have limited capacities. This clause is favourable for large companies only. Since it is restrictive, earlier minimum bid quantity of 50% may please be restored.	
5.	Section II- BDS-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.	Awarding 100% contract to L1 (4.4.1.a.(i) – page 14) only is not a good decision by CMSS. Combined capacity of all manufacturers for this item is likely to be less than the Tender Quantity. So it needs to be split up among at least 2 companies. Earlier ratio of 70:30 may please be restored. Since quantity is huge, we advise you to go for 50:30:20 to award it to 3 companies.	Refer Annexure A
6.	Section VII-SCC, GCC5.8 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.  2. 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 days after the date of completion of all contractual obligations by the contractor including the shelf life/ warranty obligations of the goods supplied.	Performance Security (GCC 5.8.1 – page 148) specified is Rs. 10 crores + 3% of PO value. This is very high. Kindly delete 10 crores & only keep 3% of PO value.	Refer Annexure A
7.	Section IV (b), Delivery Schedule:- 1.	Required quantity being huge, the delivery period of 90 days (Section IV-	Refer Annexure A





S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<p>Ist Tranche of supplies against the Rate contract of qty. of 6,66,94,128 tablets is likely to be placed immediately after issuance of Rate Contract with a delivery schedule of 90 days.</p> <p>2. For next tranche of the Purchase order also, the bidder should confirm the delivery qty. 6,66,94,128 of tablets within 90 days of receipt of purchase order.</p>	B – page 61) needs relaxation to 180 days from LoA for 1st tranche & 360 days from LoA for 2nd tranche.	
8.	<p>Section VI GCC;6.8.6</p> <p><b>Short-closing or Renegotiation of the Rate Contract</b></p> <p>During the currency of the Rate Contract, the Procuring Entity can short-close the rate contract or renegotiate the price by serving a suitable notice of thirty days.</p>	There is a provision for Short closing/ renegotiations (6.8.6 page 100) of Rate Contract by giving 30 day notice. The sanctity of the tender is lost in this. Please delete this condition.	No Change, As per Tender
9.	<p>Section I ITB 4.3.1;</p> <p>Relaxation in Prior Turnover and Experience: The prior turnover and prior experience requirement for MSEs enterprises shall be as indicated in Qualification Criteria/ Section III.</p> <p>Section I ITB 4.3.2;</p> <p><b>Relaxation in Prior Turnover and Experience:</b></p> <p>The prior turnover and prior experience requirement for DPIIT registered start-up enterprises shall be as indicated in Qualification Criteria/ Section III.</p>	Is Turnover & Experience criteria (4.2.4 page 13) fully waived for MSE & Start-ups? Please clarify.	Refer Annexure A
10.	Bid submission end date is 22.05.2023	Some of our documentations from DCGI & FDA Maharashtra are in process & we need about 6 weeks to complete the same. We request you to extend the tender due dates by 6 weeks. Since there are only few manufacturers of this item, this extension will enable us to participate & ensure healthy competition & competitive prices for you.	Refer Annexure A
11.	Section III- Qualification Criteria; Tenderer must submit Market standing certificate issued by the Licensing	The requirement of Market Standing Certificate (9.2.1.3.d – page 26) to be deleted as this is a new item & most	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	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.	bidders have got DCGI License less than 2 years ago.	
12.	Other	Previous tender floated last Nov 2022 and could not be processed because of technical challenges & only few qualified bidders. Similar situation exists today. So kindly grant sufficient time to us to enable us to bid & qualify in the tender.	Refer Annexure A
B	M/s J. Duncan Healthcare Pvt. Ltd.		Refer Annexure A
1	<b>Section II-BDS</b> <b>ITB Clause 5.2, Pg. no 51</b> Bidders have the option to submit its bid for any one or more schedules. However, Bidder shall mandatorily quote for 100% of the scheduled quantity. Bids for part quantity shall be summarily ignored.	<b>Section II-BDS</b> <b>ITB Clause 5.2, Pg. no 51 amended as;</b> Bidders have the option to submit its bid for any one or more schedules. However, Bidder shall mandatorily quote for 70% of the scheduled quantity. Reasons:- Wider participation for small entities.	Refer Annexure A
2	<b>Section II-BDS</b> <b>ITB Clause 9.4, Pg. no 57</b> EMD For Sch. I- Rs. 2,00,00,000	<b>Section II-BDS</b> <b>ITB Clause 5.2, Pg. no 51 amended as;</b> <b>Bid security declaration also allowed in compliance of GFR 2017 Rule no 170(iii).</b> <i>In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to</i>	No Change, As per Tender



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
		<p><i>sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.</i></p> <p>Reasons:- Wider participation for small entities.</p>	
3	<p><b>Section III-Qualification Criteria</b></p> <p><b>Clause e, Pg. no 58</b></p> <p>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.</p> <p>Note:</p> <ol style="list-style-type: none"> <li>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.</li> </ol>	<p><b>Section III-Qualification Criteria</b></p> <p><b>Clause e, Pg. no 58</b></p> <p><b>Amended as:</b></p> <p>Tenderer must submit Market standing certificate (Export/ Domestic) 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.</p> <p><b>Reasons:- As on date Products is not included in Indian Pharmacopoeia or Any other Pharmacopoeia. Product introduce in July 2019 in India.</b></p>	Refer Annexure A





S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<p>2. Market standing certificate should be for the same manufacturing premises from which quoted goods have been offered for supply.</p> <p>3. Only for the drugs introduced in Indian Pharmacopoeia in the recent past, Market standing certificate for previously approved Pharmacopoeia or In-house Standards shall be accepted, as the case may be.</p>		
4	<p><b>Section III-Qualification Criteria</b></p> <p><b>Clause g, Pg. no 59</b></p> <p>The tenderer must have supplied at least Tablet 2,66,77,652 of the same or similar item during the last three financial years. In support of above, the tenderer shall submit details of past purchase orders executed by them in the proforma annexed at Annexure- Section VIII Form 4.2. The details shall be duly certified by the practicing Chartered Accountant. The certifying Chartered Accountant must indicate the details along with its UDIN. The copies of purchase orders and e-way bills (maximum 05 for each Purchase Order – the ones pertaining to for large consignments) shall be submitted.</p> <p>Note: Similar item means Any Anti Drugs</p>	<p><b>Section III-Qualification Criteria</b></p> <p><b>Clause g, Pg. no 59 amended as;</b></p> <p>The tenderer must have supplied at least 20 % of tentative quantity the same or similar item during the last three financial years. In support of above, the tenderer shall submit details of past purchase orders executed by them in the proforma annexed at Annexure- Section VIII Form 4.2. The details shall be duly certified by the practicing Chartered Accountant. The certifying Chartered Accountant must indicate the details along with its UDIN. The copies of purchase orders and e-way bills (maximum 05 for each Purchase Order – the ones pertaining to for large consignments) shall be submitted.</p> <p>Note: Similar item means Any Anti Drugs</p>	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
		Reasons:- Huge volume of procurement.	
5	<p><b>Section III-Qualification Criteria</b></p> <p><b>Clause i, Pg. no 59</b></p> <p>Turnover Requirement- Rs. 72,00,00,000 for Sch. I</p>	<p><b>Section III-Qualification Criteria</b></p> <p><b>Clause i, Pg. no 59 amended as;</b></p> <p>Turnover Requirement- Rs. 50,00,00,000 for Sch. I</p> <p><b>OR</b></p> <p>Bidders have the option to submit its bid for any one or more schedules. However, Bidder shall mandatorily quote for <b>50%</b> of the scheduled quantity.</p> <p>The applicable turnover has been indicated in above and is for 100% quantity of the schedule. If quoted quantity is anywhere between 50% to 100% of the quantity of schedule (as allowed under tender clause no. (ITB 5.2), the applicable Turnover may be calculated by the tenderer proportionately.</p> <p><b>All procurement entities in India for rate contract tender Max. requirement of Turnover is Rs. 20,00,00,000</b></p> <p><b>Reasons:- Huge volume of procurement, Procurement qty. not fixed. Procurement will be done on the basis of requirement of end user.</b></p>	Refer Annexure A
6	<b>Section IV-Schedule of Requirement</b>	<b>Section IV-Schedule of Requirement</b>	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<p><b>Clause B, Pg. no 61</b></p> <p>Delivery Schedule- 90 days</p>	<p><b>Clause B, Pg. no 61 amended as;</b></p> <p>Delivery Schedule- 120 days</p> <p>Reasons:- Huge Qty. and new drug in India time consuming for ensure the supply of API.</p>	
7	<p><b>Section VI-GCC</b></p> <p><b>Clause 9.12, Pg. no 116</b></p> <p><b>Liquidated damages</b></p> <p>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 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 &amp; 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</p>	<p><b>Section VI-GCC</b></p> <p><b>Clause 9.12, Pg. no 116 amended as;</b></p> <p><b>Liquidated damages</b></p> <p>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 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 <b>0.5 %</b> of the delivered price (including elements of GST &amp; 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</p>	No Change, As per Tender





S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	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.	per GCC-clause 9.11-2(b) shall also apply.  <b>Reasons:- As per provision of GFR and Manual of Procurement and Guidelines of MoF (DoE).</b>	
8	<p><b>Section VII-SCC (Special Conditions of Contract)</b></p> <p><b>Clause GCC 5.8 (i), Pg. no 148</b></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. 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 days after the date of completion of all contractual obligations by the</p>	<p><b>Section VII-SCC (Special Conditions of Contract)</b></p> <p><b>Clause GCC 5.8 (i), Pg. no 148 amended as;</b></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. – Requirement of Security (Rs. 10 Cr.) for RC should be removed.</p> <p>Reasons:- If we are L1 in 5 schedules. We have to pay Rs.50 Cr. As security However we will submit the requisite PBG (3 % of PO value) as per standard</p>	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	contractor including the shelf life/ warranty obligations of the goods supplied.	<p>provision.</p> <p>As per our understanding PBG required for security of execution of supplies. For defaulter supplier all penalty provisions including Blacklisting already inbuilt in tender.</p> <p>It is humble request to remove this conditions.</p> <p>2. 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 days after the date of completion of all contractual obligations by the contractor including the shelf life/ warranty obligations of the goods supplied.</p>	
9	Bid submission end date is 22/05/2023 at 4.00PM	<p>Kindly extend the Bid submission end date is 05/06/2023 at 4.00PM</p> <p>Reasons:- we had applied for approval of new product in form CT 23 to CDSCO, after approval from CDSCO, 7 working days required for obtaining the manufacturing License for domestic from SLA (State Licensing Authority). we are still waiting for approval from CDSCO.</p>	No Change, As per Tender
D	M/s Oxalis Labs		
1.	<p><b>2. Tender timelines are as under:</b></p> <p>(d) Last date and time for bid submission :-</p>	As the format of the tender book has changed and we need more time to go through the same, also multiple tenders are floated at a time for TB products	No Change, As per Tender



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	22/05/2023 at 4:00PM	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.	<p><b>ITB 13.1.2: -</b> There shall be no parallel contracts or splitting of quantity amongst qualified bidders.</p> <p>The contract shall be awarded to only lowest qualified bidder.</p>	Please clarify why 100% quantity will be awarded to single lowest qualified bidder? This may create monopoly and supplier security issue.	Refer Annexure A
3.	<p><b>Section IV – Schedule of Requirement- B- Delivery Schedule:-</b></p> <p>1. Ist Tranche of supplies against the Rate contract of qty. of 1,76,24,580 tablets is likely to be placed immediately after issuance of Rate Contract with a delivery schedule of 90 days.</p> <p>2. For next tranche of the Purchase order also, the bidder should confirm the delivery qty. 1,76,24,580 of tablets within 90 days of receipt of purchase order.</p> <p>3. TIA reserves the right to issue the purchase order as per the actual requirement of programme division within contract period.</p>	<p>a) This clause may please be amended as the supply period for Tranche I within 180 days after receipt of LOA &amp; Tranche II within 180 days after the receipt of Purchase Order instead of 90 days, as because the quantities are huge.</p> <p>b) We also request you to kindly increase the no. of Tranches supply period so that you can get staggered deliveries and you will not face overstock issues.</p>	Refer Annexure A
4.	<p><b>Section VII: Special Condition of Contract - (GCC- 5.8) Performance Security (page # 149)</b></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</p>	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	Refer Annexure A





S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<p>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 contract and shall be in one of the following forms: etc.</p>	<p>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>	
5.	<p><b>Refer Form 4.1: PROFORMA FOR PERFORMANCE STATEMENT :-</b></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.</p>	<p>This clause may please be amended as to submit the Purchase order copies along with the Performance Statement after hiding the price.</p> <p>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>	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	It is mention to update the Unit Price All Incl & Total Value details along with the past performance.	Refer to this clause, we hereby request you to kindly remove this column, as those details are confidential due to confidential agreement with the other buyer.	
6.	<b>Refer to Section IV – Schedule of Requirement – A. List of Products – Refer to Inspection Methodology (PDI / Non-PDI):-</b> It is mentioned as NON –PDI Items.	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
7.	<b>Refer Section VI: General Conditions of Contract (GCC) – In Point #7 -3(a)</b> At Pre- Dispatch Stage details are mentioned (Page # 102)  <b>Refer to Section VII – Special Conditions of Contract – Refer to GCC 7.1.6</b> - The goods supplied under the contract shall be subjected to PDI at manufacturer's manufacturing premises before dispatch.	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
8.	<b>Refer to Clause 13 – Award of Contract – Point # 13.1.2 Parallel Contracts or Splitting of Award</b> 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.  Does this means whether lowest bidder will get 100 % quantity? Request you to remove this clause to secure supply securities.	Refer Annexure A
9.	<b>Refer to Section V – Technical Specifications and Quality Assurance – A. Specific Requirement-</b> In Item Description It is mentioned that the item is a	Refer to this point, request you to amend the pack to be in Strip pack instead of Blister Strip pack.	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<b>Blister Strip Pack.</b>  <b>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</b>	Please clarify,  Also please confirm, we understand all our technical documents like Stability Data, Market Standing certificate etc. we can submit like from any one of the Pharmacopeia (IP/BP/USP/International Pharmacopeia/ In House), please confirm.	
10.	<b>Refer to Form 6: Checklist for Bidders – Point # 3.a - Self-attested copy of Registration certificate for bidders/ subcontractors from restricted neighboring countries</b>	Refer to this point; request you to kindly clarify what does Restricted Neighboring Countries means.	No Change, As per Tender
11.	<b>Miscellaneous question</b>	The Online bid submission documents which are to be uploaded in the portal, size of the file details are not mentioned, so please confirm, more than 40 MB is acceptable. It this time as used same then requests you to increase the same.	No Change, As per Tender
12.	<b>Refer to Form 1.1: Bidder Information –</b>  <b><u>Point 3- Authorization of Person(s) signing the bid on behalf of the Bidder</u></b>  (a) Full Name: _____  (b) Designation: _____  —  (c) Signing as:  ♦ A sole proprietorship firm. The person signing the bid is the sole	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>proprietor/ constituted attorney of the sole proprietor,</p> <p>♦ 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.</p> <p>♦ 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:-</p> <p>(a) Name:</p> <p>(b) Address:</p> <p>(c) Telephone/ Mobile numbers:</p> <p>(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 employee of the company can sign the documents.</p>	
13.	<p><b>Refer to Section 1- Instructions to Bidder- Clause # 10.3.1 Submission/ Uploading to the Portal- Point # 3.</b> 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</p>	<p>Refer to this clause, we need to confirm whether we can sign manually on the set of documents along with stamp &amp; would upload the documents, Kindly confirm as in the tender book digital sign is mentioned.</p>	<p>No Change, As per Tender</p>



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	the provisions of the IT Act 2000 as amended from time to time.		
14.	<p><b>Refer to Section VI: General Conditions of Contract (GCC) – Clause # 10 – Point # 10.3.2 (Terms and Mode of Payment)-</b></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>j) 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>	Refer to this clause, we request you to kindly remove this clause.	No Change, As per Tender
15.	<p><b>Refer to Section VI: General Conditions of Contract (GCC) – Clause # 10 – Point # 10.1.2 (Controlled Prices) -</b></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 118 controlled price, it shall not exceed the minimum of Maximum Retail Price (MRP) at which</p>	Refer to this clause, request you to kindly guide us from where we can get the controlled priced list.	No Change, As per Tender



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	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.		
16.	<p><b>Section V: Technical Specifications and Quality Assurance</b></p> <p>c) Protocols and Testing</p> <p>If the tendered drug is in Indian Pharmacopoeia (IP), then the manufacturing license has to be submitted in IP only. For drugs which are not available in IP, other official Pharmacopoeia (s) are applicable. If a drug is not available in any of the official pharmacopeia, 'In House' standards are applicable as per Drugs and Cosmetics Act 1940 and Rules there under.</p>	<p>a) If the product is newly developed and if we are in process of obtaining the manufacturing license, please confirm if CMSS shall accept the bid.</p> <p>b) If we have manufacturing data only and do not have marketing experience, but have for similar products, then please confirm if the bid will be accepted.</p>	Refer Annexure A
17.	<p><b>SECTION-III -QUALIFICATION CRITERIA</b></p> <p>d) Tenderer must submit Certificate of Pharmaceutical Product (COPP) as recommended by WHO in any of the pharmacopeia (IP/BP/USP) or In-house Standards valid on the date of tender opening (technical bid).</p>	<p>As per this clause we understand COPP as per any Pharmacopoeia as well as for any country (India or any exporting country) will be acceptable. Please confirm.</p>	No Change, As per Tender





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18.	<p><b>SECTION-III -QUALIFICATION CRITERIA</b></p> <p>e) 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.</p>	<p>a) Please confirm two years of manufacturing experience as per any pharmacopeia i.e. IP, BP, USP, or IH will be acceptable under this clause.</p> <p>b) And also, marketing experience either within India or any exporting country shall be acceptable for similar goods as well.</p> <p>c) Please confirm that the bid will be accepted if DCGI approval for the product is not obtained yet but is under process.</p>	Refer Annexure A
19.	<p><b>SECTION-III -QUALIFICATION CRITERIA</b></p> <p>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.</p>	<p>Please confirm, if the tendered product is in any pharmacopeia other than IP then a manufacturing license in any pharmacopeia other than IP i.e. In House, will be considered and the BID will not be rejected.</p>	Refer Annexure A
20.	<p><b>Section VI: General Conditions of Contract (GCC)</b></p> <p><b>10.3 Terms and Mode of Payment</b></p> <p>5) Lot/Tranche/PO wise Part payments for supply will be considered only after completion of supply of at least 50% quantity ordered in the individual Purchase Order/Lot/Tranche PROVIDED original consignee</p>	<p>We request you to remove this clause</p>	No Change, As per Tender



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	receipts are produced and the quality pass reports of Standard Quality on samples testing are received from approved laboratories of CMSS		
21.	<p><b>9.12 Liquidated damages</b></p> <p>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 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 &amp; 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>	<p>Liquidated damages of 2.5% per week are very high. Please consider 0.25% or less per week to a maximum of 10%.</p>	No Change, As per Tender
22.	<p><b>Section V</b></p> <p><b>Technical Specifications and Quality Assurance</b></p>	<p>Please confirm product with a Shelf life of 24 months, proven by accelerated shelf life and not full real-time data, is acceptable. We will provide 12 months of real-time data and 6 months of accelerated data. As per ICH, this much data is sufficient to</p>	Refer Annexure A



S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	<p><b>H. Shelf Life</b></p> <p>Shelf life should be minimum 24 months from the date of manufacture.</p> <p>At least 5/6th of the total stipulated shelf life must remain at the time of arrival at the consignee's warehouse. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life in the proposed package. Not only the pharmaceuticals, but also the packaging components should also conform to specifications suitable for use in a climate prevailing in India. The product supplied should have been subjected to long term stability conditions as per below requirements:</p> <p>Study</p> <p>Storage condition</p> <p>Long Term Stability</p> <p>25 °C ± 2 °C/60% RH ± 5% RH</p> <p>or</p> <p>30 °C ± 2 °C/65% RH ± 5% RH</p>	<p>give 24 months of shelf life to a finished product.</p> <p>We have long-term stability data as per USP. We would like to bring to your kind attention that the quality and performance parameters in IP/BP/USP are all same and the specifications available in the stability data assigned by us are all well covered and very well in limit also. Hence request you to please consider.</p>	
23.	<p><b>Regarding Specific requirements:</b></p> <p>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 Pharmacopoeia (s) are applicable. If a drug is not available in any of the</p>	<p>If the tendered drug is in BP or USP or In-house pharmacopeia, will the manufacturing license in BP or USP or other pharmacopeias apart from IP is acceptable? Please advise.</p>	Refer Annexure A





S. No.	Standard Tender Clause	Query Received from Prospective Bidders	Response
	official pharmacopeias, 'In House' standards are applicable as per the Drugs and Cosmetics Act 1940 and the Rules there.		
24.	<b>CMSS Warehouse &amp; Mapped States – Page 62</b>  CMSS reserve to right the change the consignee at any time if required.	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
25.	<b>Refer to Proforma for Performance Statement</b>	Similar product supply data shall be acceptable.	Refer Annexure A

