

Date: - 11.11.2024

**CENTRAL MEDICAL SERVICES SOCIETY**  
Ministry of Health & Family Welfare  
(Autonomous Body under MoHFW, Govt. of India)  
2nd Floor, Vishwa Yuvak Kendra,  
Pandit Uma Shankar Dikshit Road,  
Chanakyapuri, New Delhi-110021  
PHONE -:011-21410905/6, Fax -:011-21410849

Minutes of Pre-bid Meeting for Procurement of First Line Anti TB Drugs for NTEP through  
TENDER No: CMSS/PROC/2024-26/NTEP/026, Pre-bid Meeting held on 5<sup>th</sup> November 2024 at  
11:00 AM

Table -A

(Pre-bid queries raised by the prospective bidders & remarks by CMSS)

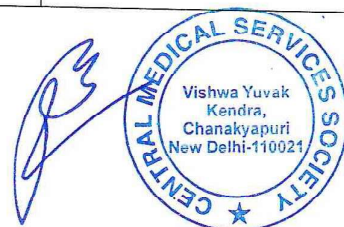
SR. NO.	PG NO. & CLAUSE	QUERY/ CLARIFICATION ASKED	CLARIFICATION/ AMENDMENT
1	Refer to SECTION V– List of Product & Their Technical Specifications – Delivery Terms (b) (Pg # 64 of 232) :-	<p>We understand 15% of the tender quantities have been asked to deliver in 90 days. These quantities are exorbitantly huge for which arranging the raw materials, packing materials, excipients itself will take 40 to 45 days. Once all the materials are available further 10-15 days for granulation, compression, coating, packing and additional 15 days batch release by QA/QC. Once the goods are additional time for PDI. We cannot anticipate in how many days we will receive the greenlight from NTEP/CMSS to ship the goods to the warehouses. Thus delivering the goods to the destination within 90 days is not possible.</p> <p>Request you to either decrease the quantities to 5% to deliver in 90 days or increase the lead-time to 150 days for delivering the goods.</p>	<p>No Change.</p> <p>To be delivered as per tender conditions.</p>
2	Refer to SECTION-IV - QUALIFICATION CRITERIA Clause	<p>We have observed not all the suppliers who bid and win the award are able to supply due to various reasons. Thus request you to make the criteria – WHO prequalified product mandatory to be eligible to qualify technically. There are few reliable</p>	<p>No Change.</p> <p>To be supplied as per technical specifications and tender conditions.</p>



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		suppliers who can support and have capability to supply all these products.	
3	Refer to Format 3 – Consignee Receipt Certificate (Page # 169 of 170)	<p>We request you to remove the requirements of submitting CRC along with post shipment documents as not all the consignees provide the CRCs on time or provide them incomplete without dates etc. Because of this we are unable to submit the complete set of original documents on time, which eventually delays release our payments.</p> <p>Request you to allow us to submit ONLY PODs instead of CRC along with Post Shipment documents.</p>	No Change
4	<p><b>Refer to Point # 19.2 - LIQUIDATED DAMAGES (Page # 109 of 170) :-</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 ½ % (half percent) 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 for first four weeks of delay. For subsequent delays, a sum equivalent to 2.5% (two and half percent), instead of 0.5%, for each week of delay to be applied proportionately on per day basis of delivered price shall be deducted as liquidated damages. The maximum deduction on account of LD shall not exceed 10% of the delayed goods or incidental works/service contract price(s). Besides liquidated damages during such a</p>	<p>We have been supplying several medicines to CMSS/NTP since past many years without defaulting. Considering the long term association and proving our reliability, we request you to remove the liquidated damages clause from the tender.</p> <p>If you still believe that will be against the tender norms, request you to reduce it to 0.3 % per week, and up to maximum 10% which was in the last tender for these products.</p>	No Change

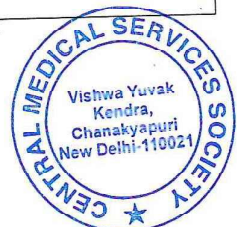


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	delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply.																		
5	<p><b>Refer to Section VI – Technical Specification &amp; Quality Assurance – Product Code # 48 – Ethambutol 100mg – (Pg # 114 of 232) :</b></p> <p><b>A:- Specific requirement – product Code is for Scored Tablet of Ethambutol 100mg</b></p>	Please confirm if Ethambutol 100mg Dispersible Tablet required or Non Dispersible Tablet	Non-Dispersible																
6	<p><b>Refer to Clause: - SECTION VIII: SPECIAL CONDITIONS OF CONTRACT – Point # GCC 7.1.7 (Page # 186 of 232):</b></p> <p>For all tranches, the goods supplied under the contract shall be subjected to Pre-Delivery Inspection at manufacturer's manufacturing premises before dispatch.</p>	Please confirm if PDI will be conducted for all the tranches or for 1 <sup>st</sup> tranche only.	PDI will be conducted for all the tranches.																
7	<p><b>Refer to Clause: - SECTION VIII: SPECIAL CONDITIONS OF CONTRACT – Point # GCC 8.7.5 (Page # 186 of 232):</b></p> <p>The contractor shall ensure that at least 5/6th of shelf-life remains balance on delivery date.</p>	Please refer to this condition; instead of 5/6th (83%), we ask that the consignee be given a minimum of 75% shelf life at the time of delivery. This is because we manufacture in lots at once, and it takes time for those batches to get released, followed by PDI and further dispatches post CMSS's clearance. As a result of this drawn-out process, approximately one-fifth of the shelf life is lost.	No Change																
8	<p><b>Refer to Form 4.1: PROFORMA FOR PERFORMANCE STATEMENT:</b></p> <table border="1"><tr><td>Financial Year</td><td>2022-23</td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>Name of Purchaser with Contact Details</td><td>Purchase Order No and Date</td><td>Description of Goods</td><td>Unit</td><td>Qty.</td><td>Unit Price All Incl.</td><td>Total Value</td><td>Remarks</td></tr></table>	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	Refer to this format, we request you to remove Unit price all inclusive & total value details, as those details are confidential, so we would not like to share the said details.	Bidder may not submit the details of Unit price all inclusive & total value details.
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												
9	<p><b>Bid clarification rounds</b></p>	We hereby request you to allow 2 <sup>nd</sup> round to ask clarifications about the said tender, as this tender – RATE CONTRACT is new for us and we may have more queries along the way while preparing for the tender.	Bidders can seek clarifications by submitting their queries in writing on the email ids mentioned in the tender document before the Bid Submission End Date and Time.																





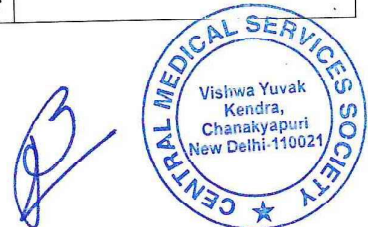
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10	Refer to Tender Timelines (pg # 4 of 232) – Last date and time for online bid submission - 18/11/2024 at 01:00 PM	We hereby request you to extend the tender submission deadline, as this tender – RATE CONTRACT is new and we may need more time to submit our BID in a strategic manner.	No Change.
11	Refer to Section III – Bid Data Sheet (BDS) – Clause # ITB 3.5 (Pg # 52 of 232) - Special treatment for items covered under PLI Scheme- In accordance with Department of Pharmaceuticals Order No. 31026/83/2021-MD dated 17.10.2024, bidders manufacturing the quoted item under PLI scheme as notified vide aforesaid order, shall be treated as deemed “Class II Suppliers” under PPP-MII order. It is further clarified that the deemed class II supplier status does not preclude their qualification as Class I supplier, if they fulfil the criteria as Class I supplier.	Request you to explain in detail the <b>special treatment</b> for the items covered under PLI Scheme.	Kindly refer to Department of Pharmaceuticals Order No. 31026/83/2021-MD dated 17.10.2024 for further details.
12	<p>Refer to Section V – Qualification Criteria – point # e &amp; Note (Pg # 59 of 232)–</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. 2021-22 and 2022-23 OR 2022-23 and 2023-24. However, this would not apply to products which have been licensed by DCG (I) less than two years ago.</p> <p>Note:</p> <p>1. Unless or until Market standing certificate explicitly state that the bidder has manufacturing and marketing experience for more than one financial year, the said certificate issued on a particular date shall be treated as valid certificate for the financial year in which it has been issued.</p> <p>For example, Market Standing Certificate issued on 15.07.2022 shall be treated as Market Standing Certificate for the FY 22-23 only.</p>	<p>Refer to this point kindly confirm do we have to submit Market Standing Certificate for last 2 financial years or Last 1 financial year.</p> <p>As in point e, it is mentioned to submit atleast two financial years and in the NOTE clause it is mentioned to submit atleast one financial year.</p>	Market Standing Certificates for last two Financial Years i.e. 2021-22 and 2022-23 OR 2022-23 and 2023-24 have to be submitted.



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	<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 (last 2yrs), Market standing certificate for previously approved Pharmacopoeia or In-house Standards shall be accepted, as the case may be.</p>																																
13	<p><b>Refer to Section V – Qualification Criteria – point # h (Pg # 60 of 232) –</b></p> <p>The tenderer must have supplied at least the following quantity of the same or similar item during the last two financial years:</p> <table><tr><th>Sched ule No.</th><th>Minimum Quantity of the same or similar item during the last two financial years</th></tr><tr><td>I</td><td>25,12,128</td></tr><tr><td>II</td><td>66,29,760</td></tr><tr><td>III</td><td>2,35,872</td></tr><tr><td>IV</td><td>2,94,192</td></tr><tr><td>V</td><td>1,43,83,040</td></tr></table>	Sched ule No.	Minimum Quantity of the same or similar item during the last two financial years	I	25,12,128	II	66,29,760	III	2,35,872	IV	2,94,192	V	1,43,83,040	<p>Refer to point kindly confirm the Minimum qty. mentioned are in Tablets or packs.</p>	<table><tr><th>Sch No.</th><th>Minimum Quantity of the same or similar item during the last two financial years</th><th>UOM</th></tr><tr><td>I</td><td>25,12,128</td><td>Strip of 28 Tablets</td></tr><tr><td>II</td><td>66,29,760</td><td>Strip of 28 Tablets</td></tr><tr><td>III</td><td>2,35,872</td><td>Strip of 28 Tablets</td></tr><tr><td>IV</td><td>2,94,192</td><td>Strip of 28 Tablets</td></tr><tr><td>V</td><td>1,43,83,040</td><td>Tablets</td></tr></table>	Sch No.	Minimum Quantity of the same or similar item during the last two financial years	UOM	I	25,12,128	Strip of 28 Tablets	II	66,29,760	Strip of 28 Tablets	III	2,35,872	Strip of 28 Tablets	IV	2,94,192	Strip of 28 Tablets	V	1,43,83,040	Tablets
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14	<p><b>Additional point</b></p>	<p>1) Can Bidder participate both Regular products &amp; Developmental Tender products?</p> <p>2) And if the bidder get qualified in both Regular products &amp; Developmental tender products, what will be the delivery timeline, kindly confirm.</p>	<p><b>1) Regular products &amp; Developmental Tender products</b></p> <p>i. Yes, bidder can participate both in the regular tender and developmental tender schedules for the same item from same/different manufacturing sites.</p>																														



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			<p>ii. If the bidder gets qualified for regular tender schedule and their price bid is opened for the schedule, the bid submitted by the bidder for the same item shall not be considered for developmental tender schedule from same manufacturing site.</p> <p><b>Note:</b> If a bidder participates for both regular tender schedule and developmental tender schedule for the same item from same manufacturing site and does not qualify technically in regular tender schedule, its bid may be considered for developmental tender schedule for that item.</p> <p><b>2) Delivery timeline:</b></p> <p>A bidder cannot be qualified for both regular tender and developmental tender schedules for the same item from same manufacturing site.</p>
15	Requirement of Presentation	Request you to provide the slides or write up on RC Tender guidelines for us to understand thoroughly this Rate Contract tender.	<p>1. The provisions as explained in the tender document are self explanatory.</p> <p>2. In case of any further queries, the same will be clarified via e-mail.</p>
16	Tender Page Number 53 ITB -8 Last Date & Time for Online Bid Submission - 18/11/2024	We request you to kindly consider a postponement of the date & Time for online bid submission. Since, it will be the first time that we would be engaging in a Rate Contract Tender for 2 years and the tender requirements are quite different from the previous tender documents, we need time to align our	No Change.





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		API/Formulation manufacturing and Planning Teams to understand and align to the new requirements. We would thus request for an extension till 30th November 2024.	
17	<b>Tender Page Number 64</b> <b>Delivery Schedule</b> QUANTITY TO BE DELIVERED WITHIN 90 DAYS OF RECEIPT OF PURCHASE ORDER	We seek an extension of Delivery Timelines for the quantity to be delivered within 150 days of receipt of Purchase Order.	No Change.  To be delivered as per tender conditions only.
18	<b>Tender Page Number 145</b> <b>Rate Contract</b> The Rate Contract is only a standing offer from the Contractor. No guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract.	Unless, the manufacturer is aware of the tentative quantities & tentative Timelines for the subsequent requirements, it would be very difficult for us to plan the API production/Formulation requirements for fulfilling the expected delivery schedules. We request the procurement authorities to indicate some tentative schedules of procurement during the rate contract period.	Tentative quantity to be supplied in each quarter has been indicated in the tender document at pg.no. 64 in the table of Delivery Schedule.  Purchase Orders shall be placed for 6 months requirement each time upon receipt of confirmation of quantity requirement from the Programme Division.
19	<b>Tender Page Number 163</b> <b>Prices</b> Prices stipulated in the contract shall be fixed and firm.	There should be a provision in the tender document to consider a potential increase in prices on a annual basis due to "market volatility"	No Change
20	<b>Tender Page Number 56</b> <b>Award Criteria</b> FOR SCHEDULE VI-X- RC will be done with two bidders: Accordingly, CMSS will counter offer the lowest rate (L1 rate) to next higher quoting bidder i.e. L2. In case, L2 bidder doesn't accept the counter offered rate, such opportunity shall be extended to next higher quoting bidder and so on.	Kindly clarify the scenario wherein the L2, L3, and L4 bidders fail to accept the L1 rate	In case, L2, L3, L4 and subsequent bidders fail to accept/match the L1 rate, the RC shall be done with L1 bidder only and Purchase orders for 100% quantity shall be placed on L1 bidder only.
21	<b>Tender Page Number 56</b> <b>Award Criteria</b> In case, any Rate Contract Holder has not supplied at least 70% of the ordered quantity of previous Purchase Order, Purchase Order shall not be awarded to it for the next requirement.	Kindly clarify if the Rate Contract holder is debarred from receiving the award only for the next requirement in case of default of supplies and will be eligible for receiving the Purchase order for the next subsequent Purchase Order	In case of default supplies (as explained in the tender document), subsequent Purchase Order will not be placed on defaulting bidder. However, the bidders shall be considered for next subsequent Purchase Order provided they

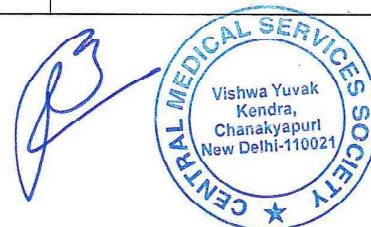


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			have supplied minimum 70% of Purchase Order quantity.
22	<b>Tender page number 56</b> <b>ITB 9.2 1.5 b (Award Criteria)</b> <p>However, if L-1 Rate Contract holder defaults in supplies, it will not be awarded purchase order for the next requirement. In such case, purchase orders shall be equally divided amongst higher quoting Rate Contract holders, who have not defaulted in supplies.</p>	In such a scenario, where the PO for default quantities are placed to the Remaining eligible bidders, The lead-times for deliveries for these quantities should be mutually agreed upon as these are unknown quantities for the supplier and would require the requisite time for planning the manufacturing and delivery schedules	<p>The maximum quarterly quantity has already been indicated in the tender document for which all the participating bidders are to give commitment for supply in 90 days.</p> <p>In case orders are placed for more than the committed quantity, the delivery period for the additional quantity shall be after the scheduled delivery period of regular Purchase Order quantity or on mutual agreement.</p>
23	<b>Tender Page Number 53</b> <b>ITB -9.4</b> <b>Schedule wise EMD</b>	Since we will be participating in the Schedule I to Schedule IV from our Aurangabad facility and Schedule VI to IX from our Jammu facility, please advise if we need to furnish two separate EMDs or we should furnish a single EMD.	One or Two EMDs may be submitted in case of participation from two manufacturing sites as per bidder's convenience.
24	<b>Tender Page Number 53</b> <b>ITB - 9.2.1.3</b> <p>Schedules VI-X are developmental tender schedules for 25% of the total regular tendered quantity. The Qualification Criteria requirement of "Market Standing Certificate" and "Past Supply Criteria", as stipulated in "Section IV- Qualification Criteria" of the bid document shall not be applicable for these schedules. However, all other Qualification Criteria requirement except "Market Standing Certificate" and "Past Supply Criteria", stipulated in "Section IV- Qualification Criteria" of the bid document shall be applicable for these schedules.</p>	We are qualified to participate in the regular tender. If we would want to participate in the developmental tender schedule from our new alternate manufacturing facility, will the stability data generated for the product in our regular (Primary) manufacturing site be acceptable for consideration. We would like to intimate that the APIs used and the manufacturing process followed in our regular site and the alternative site is the same. Hence, we request you to consider our submission that along with The Qualification Criteria requirement waiver of "Market Standing Certificate" and "Past Supply Criteria", Stability data requirement should be considered as acceptable from our regular (Primary) manufacturing plant.	Stability Data should be generated from the same Manufacturing Site from which the bidder is participating.





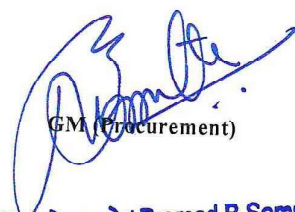
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25	<b>Tender Page Number 145</b> <b>Rate Contract</b> The Rate Contract is only a standing offer from the Contractor. No guarantee is given as to the number or quantity of the Goods which shall be ordered during the period of the rate contract.	Being a rate Contract System, there is no provision wherein any bidder can quote for 50 % of the quantities required during the contract period. Kindly clarify	There is No Provision to quote for part quantity. The bidders have to participate for the entire tendered quantity.
26	<b>Tender Page Number 146</b> <b>6.8.5</b> 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.	Kindly clarify the circumstances under which the procuring entity can short close the rate contract	As per the provisions given in the tender document.
27	<b>Tender Page Number 146 – 147</b> <b>6.8.4</b> 1. Procuring Entity reserves the right to undertake repeat competitive bidding through open/ advertised tenders on the same terms & conditions, including specifications during the validity period of existing valid R/Cs. 2. In such cases, the existing R/C holders can bid, apart from the new eligible bidders, and equal and fair opportunity would be provided. If the prices received are found lower than the existing R.C. prices, new R/Cs may be awarded at reduced prices. Existing R/Cs at higher prices may be short-closed, giving adequate notice if they do not match such reduction in prices under the fall clause	Kindly clarify the circumstances under which the procuring entity shall reserve the right to undertake repetitive competitive bidding	As per the provisions given in the tender document.
28	<b>Tender Page Number 158</b> <b>9.4 (3)</b> The contractor shall not deliver the Goods after the expiry of the delivery period. The Contractor must apply to the Procuring Entity to extend the delivery period and obtain the same before dispatch. If the contractor dispatches the Goods without obtaining an extension, it would be doing so at its own risk, and no claim for payment for such supply and/ or any other expense related to such supply shall lie against the Procuring Entity.	Kindly confirm if the delays in approving the extended delivery period by Procuring Entity shall not be considered as delays by supplier for calculating LD charges.	As per the provisions given in the tender document.



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29	<b>Tender Page Number 161</b> <b>9.12</b> 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 ½ % (half percent) of the delivered price (including elements of GST & freight) of the delayed Goods and/ or Services day basis for first four weeks of delay. For subsequent delays, a sum for each week of delay to be applied proportionately on per incidental Works/ equivalent to 2.5% (two and half percent), instead of 0.5%, for each week of delay to be applied proportionately on per day basis of delivered price shall be deducted as liquidated damages. We would like to submit that on account of delay in supplies, the Supplier is already penalised by forfeiting his eligibility to receive the next PO requirements or receive a proportionately reduced quantities in the next PO. In addition, there would be LD charges levied on the defaulting supplier which would essentially entail double penalties being imposed. We request you to kindly waive the LD damages for the rate contract tender in its present form.	We would like to submit that on account of delay in supplies, the Supplier is already penalised by forfeiting his eligibility to receive the next PO requirements or receive a proportionately reduced quantities in the next PO. In addition, there would be LD charges levied on the defaulting supplier which would essentially entail double penalties being imposed. We request you to kindly waive the LD damages for the rate contract tender in its present form.	No Change
30	<b>Tender Page Number 188</b> <b>Form 1</b> <b>Bidders Reference Number</b>	Kindly Clarify as to what is to be mentioned as Bidder Reference Number	Bidder Reference Number is the Company's Reference Number of the Bid Submitted by the bidder.
31	<b>a) For Schedules i.e. I-IV and Schedule VI-IX:</b> <b>Primary Packing: Technical Specifications</b>		Aluminum-PVC blister pack is required or Aluminium-PVC blister pack / Alu Alu strip pack would be accepted for all schedules.



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	<p>A blister consisting of 28 tablets of the drugs duly identified should be packed in an Aluminium-PVC blister pack</p> <p>b) For Schedules V and X: Packaging: Technical Specifications The drug is initially packed in a blister strip, each containing 10 tablets.</p>		

  
 GM (Procurement)  
**प्रमोद बि सोमनाथे / Pramod B Somnath**  
 महाप्रबंधक (प्रापण) / General Manager (Proc)  
 केन्द्रीय चिकित्सा सेवा सोसाइटी / Central Medical Services Society  
 स्वास्थ्य और परिवार कल्याण मंत्रालय / Ministry of Health and Family Welfare  
 भारत सरकार / Government of India