



CENTRAL MEDICAL SERVICES SOCIETY

(An Autonomous Body under Ministry of Health & Family Welfare, Govt. of India)

2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg,
Chanakypuri, New Delhi-110021.



Date: - 13/06/2025

**Minutes of Pre-bid meeting held on 04/06/2025 at 11:00 AM regarding Tender No.:
CMSS/PROC/2025-26/NTEP/008, CPP Tender ID: 2025 CMSS 862380 1, dated 30/05/2025
for Procurement of Second Line Drugs for NTEP under Rate Contract System**

Pre-bid queries raised by the prospective bidders and Clarification/ Amendments by CMSS:

Sr. No.	As per tender	Tender clause no. & Page No.	Bidder's Query	Clarifications/ Amendments
1.	Technical Specification & Quality Assurance: Isoniazid 300mg J - Packing: A strip consisting of individual blister of the drugs duly identified should be packed in an Aluminum PVC - Blister pack. The Blister should be tropicalized with regards to moisture barrier properties for drug stability under field conditions. Quality Assurance is according to norm ISO 9001 for all the packaging material. Aluminum PVC Blister PVC film: Transparent, clear /amber, food grade, blister forming PVC film, film gauge - 200 microns, PE coating :25 microns, PVDC coating :60gsm	Section-VI & Pg No. 76	We request CMSS to accept the product Isoniazid 300mg in Alu Alu Strip instead of Alu-PVC Blister OR accept both the forms.	Clarified as: Both packaging forms are acceptable.



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2.	<p>Technical Specification & Quality Assurance: Ethambutol 800mg & Isoniazid 300mg -</p> <p>Point A - Microbial Count When the test is conducted as per IP.</p> <p>Total Viable aerobic count- Not more than 10 bacteria and not more than 10 2 fungi per gram.</p> <p>The drug should be dispatched to the consignee only on clearance from Testing Laboratory. The drug shall be released on the basis of Protocol scrutiny by the authorized representative of the Purchaser and testing of the drugs by authorized laboratory.</p> <p>Each batch should be accompanied with a certificate from the manufacturer that the drugs meet the specific requirements.</p>	Section-VI & Pg No. 67, 73	<p>Request to allow Skip Test of Microbial test.</p> <p>So please remove the clause to mention Micro test in each batch.</p> <p>As per WHO guideline Microbial test has to be performed on first five Commercial batches of the year followed by every 10th batch of the year whichever is earlier.</p> <p>Request you to allow us to follow the skip testing in Microbial limit testing.</p>	<p>Clarified as:</p> <p>Kindly follow the tender terms & conditions.</p>
3.	Format 3: Consignee Receipt Certificate	Page No. 195	<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. Request you to allow us to submit ONLY PODs instead of CRC along with Post Shipment documents.</p>	<p>Clarified as:</p> <p>Kindly follow the tender terms & conditions.</p> <p>However, it is clarified that Consignee Receipt Certificate is not required for the tendered item.</p>



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4.	<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 & 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 delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply.</p>	Section VII (9.12) & Pg No. 122	<p>We have been supplying several medicines to CMSS/NTEP 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 "For first 4 weeks / 28 days delay LD will be applicable @ 0.0714% per day and for delay beyond 28 days.</p>	<p>Clarified as:</p> <p>Kindly follow the tender terms & conditions.</p>
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5.	The goods supplied under the contract shall be subjected to Pre-Delivery Inspection at manufacturer's manufacturing premises before dispatch.	Section VIII (GCC 7.1.7) & Pg No. 148	<p>Please confirm if PDI will be conducted for all the tranches or for 1st tranche only.</p> <p>Request you to conduct all the tranches as NON PDI, this is because in case of Non PDI we can dispatch the goods immediately once the batches are released and simultaneously, we can delivered goods locations to the given-on time, which saves us huge time, as there are 18 locations.</p> <p>And in case of PDI, we have to wait till max batches get ready for PDI, later PDI is conducted by CMSS QA Team, & later after the Inspection we have to wait for Conditional Dispatch confirmation which take longer procedure, and reduce the delivery timeline for us to deliver the goods.</p> <p>So, we humbly request you to consider each Tranche as NON PDI.</p>	<p>Clarified as:</p> <p>PDI will be conducted for all tranches.</p>
6.	The contractor shall ensure that at least 5/6 th of shelf-life remains balance on delivery date.	Section VIII (GCC 8.7.5) & Pg No. 148	<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.</p> <p>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</p>	<p>Clarified as:</p> <p>Kindly follow the tender terms & conditions.</p>



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			post CMSS's clearance. As a result of this drawn-out process, approximately one-fifth of the shelf life is lost.	
7.	Form 4.1: PROFORMA FOR PERFORMANCE STATEMENT:	Section IX (Form 4.1) & Pg No. 167	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.	Clarified as: Bidder may mask the unit price all inclusive & total value details.
8.	Copies of the audited Annual reports including the Balance Sheet and Profit and Loss Account for the last three years i.e. 2022-23, 2023-24 and 2024-25 duly certified by a practicing Chartered Accountant, where ever applicable.	Section IV (k) & Pg No. 59	Regarding Annual Audited documents, we request you to allow us to submit Annual Turnover Statement, Balance Sheet & Profit Loss account details only of last 3 years instead of full Audited Annual reports. As our audited balance sheet copies for 3 years are, approximately 500 pages (Total), due to which we have to compress the pdf file until its gets below 40MB limit to uploaded it on the portal. In many cases due to this compression of the PDF file, several pages are not legible, on which we keep on receiving queries during technical evaluation. Alternatively, we request you to increase the total limit to upload the documents on the portal.	Clarified as: Bidder may submit Annual Turnover Statement, Balance Sheet & Profit Loss account details of last 3 years instead of full Audited Annual reports.
			Please note that Turnover for FY 2024-25 is not finalized yet. Hence, you are requested to kindly consider the Audited Annual Turnover	Amended as: Copies of the audited Annual reports including the Balance Sheet and



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			statement along with Copies of the audited Annual reports including the Balance Sheet and Profit & Loss Account for last three financial years i.e. 2021-22, 2022-23 & 2023-24 as per the previous tenders.	Profit and Loss Account for the last three years i.e. 2021-22, 2022-23 and 2023-24 OR 2022-23, 2023-24 and 2024-25 duly certified by a practicing Chartered Accountant, where ever applicable.
9.			We hereby request you to allow 2 nd round to ask clarifications about the said tender, as this tender - RATE CONTRACT and we may have more queries along the way while preparing for the tender.	Clarified as: Kindly follow the tender terms & conditions.
10.	1st Purchase Order Award Criteria: Purchase order for 70% of the quantity required shall be awarded to L-1 Rate Contract holder and remaining 30% to L-2 Rate Contract holder. L-3 and L-4 RC holders will remain as reserve suppliers in case of default by L-1/L-2 RC holders.	Section III (13.1.3 (6)) & Pg No. 54	Please note L-3 and L-4 RC holders will remain as reserve suppliers in case of default by L-1/L-2 RC holders. Then why L-3/L-4 RC holder should give bank guarantee towards performance security. As and when order goes to L3 and L4 bidder only in that case L3 and L4 bidder should asked to provide the performance security bank guarantee.	Clarified as: Kindly follow the tender terms & conditions.
11.	Date and time for tender opening (technical bid): 24/06/2025 at 04:00 PM	Section II & Pg No. 3	Request to extend the tender submission date for 10 days.	Clarified as: No change.

Note: - Above changes will be part of the tender document and apart from above, all other terms & conditions of tender document will remain unchanged.

Sd/-
(Vijay Kumar Dhingra)
In-charge GM (Procurement)