



CENTRAL MEDICAL SERVICES SOCIETY
(An Autonomous Body under
Ministry of Health & Family Welfare, Govt. of India)
2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg,
Chanakyapuri, New Delhi-110021.



Date: 16.01.2026

Minutes of Pre-bid Meeting held on 29.10.2025 at 11:00 AM:

Tender No: CMSS/PROC/2025-26/UIP/031- Procurement of bOP Vaccine

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

Sr. No.	Tender Clause	Query/ Clarification Asked	Clarification
1	Section-VII: Inspection and Quality Assurance	Inspection issues were discussed. Highlighted complexity and delays. Requested for checklist to prepare all documents prior to inspection.	Checklist for inspection shall be provided before the scheduled inspection date.
		CMSS to provide Checklist for PDI Inspection to avoid missing out any points during inspection and repetition of Observations.	
2	SECTION-IV -Qualification Criteria- Clause (C)- Tenderer must submit WHO GMP certificate valid on the date of tender opening (technical bid).	The application for CDSCO approval was submitted on 04.03.2025, document enclosed and the inspection has been completed. The certificate is expected to be released shortly. In previous tender Amendment No.1 given "WHO-GMP is required to be submitted for the particular Manufacturing plant. Therefore, those who have applied for WHO-GMP, shall also be considered eligible, subject to the prospective bidder enclosing/attaching a copy of their application made to the concerned issuing authority with proper documentary evidence"	No Change


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		Hence, based on this bidder requested you to waived off this document for developmental tender participation. Kindly clarify on the above.	
3	SECTION-IV -Qualification Criteria- Clause (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).	The application for CDSCO approval was submitted on 04.03.2025, document enclosed and the inspection has been completed. The certificate is expected to be released shortly. In previous tender Amendment No.1 given" CoPP is required to be submitted for a particular schedule. Therefore, those who have applied for CoPP, shall also be considered eligible subject to the prospective bidder enclosing/attaching a copy of their application made to the concerned issuing authority with proper documentary evidence" Hence, based on we kindly request you to waived off this document for developmental tender participation. Kindly clarity on the above.	No Change
4	SECTION-IV -Qualification Criteria- Clause (i)- Average Annual Turnover of last 03 Financial Years	Support to Start-up Enterprises Relaxation in Prior Turnover and Experience. In Section IV, Qualification Criteria mentions that the turnover must be more than Rs.38,31,89,625 for Rota and Rs.16,31,70,000 for bOPV participation in the developmental tender.In previous tender Section IV clause no I given "The MSEs and Startup bidder are exempted from aforesaid minimum turnover requirement Hence, based on we kindly request you to waived off this condition for developmental tender participation. Kindly clarify on the above.	Kindly refer to "Amendment in Techno-Commercial Terms"


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5	Form-3- Technical Specifications and Quality Assurance – Compliance & Deviation Long-Term Stability Data	It is informed during Pre-bid meeting that CMSS has exempted the requirement of Stability Data and COA. As this requirement is part of tender document it is requested to remove the text of "Stability Data and COA" requirement from Form 3: Technical Specifications and Quality Assurance	Kindly refer to "Amendment in Techno-Commercial Terms"- (Annexure-A) For revised Form-3. Requirement of Long-Term Stability Data has been deleted; however, COA of the quoted item has to be submitted.
6	Section VII – GCC- Clause 10.3.1(6)-Page No. 128 “Terms and Mode of Payments” 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.	There is no fix timeline for releasing the payment as the tender document says "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" Credit period of 75 days is too long in case of vaccines, which have a long working capital cycle. Bidder requested to consider payment terms of 30 days from the date of submission of invoice or from the date of receipt of material, whichever is later. In any case, the payment should not be delayed beyond 45 days for any reason.	No Change


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7	Section III: Bid Data Sheet (BDS) ITB Clause 9.4: "For Schedule I and II (Regular tender schedules), EMD value for 100% and minimum 50% quantity offered for supply is indicated above." and Form 7- Documents relating to Bid Security Declaration	The general terms and conditions of GeM exempt Central PSU & State PSU from furnishing EMD (GeM Terms attached for reference) - Haffkine Bio Pharmaceutical Corporation Ltd is Government of Maharashtra Undertaking Company Do we need to furnish Bid Security (EMD)? In the Form 7: It is stated that MSEs and Startups bidders the bid must be supported by a Bid Securing Declaration in lieu of Bid Security. However, for Bidders having annual turnover equal to or greater than Rs. 500 Crore in any of the past three financial years the bid must be supported by a Bid Securing Declaration in lieu of Bid Security is not included. Requested to kindly include same.	Refer "Amendment in Techno-Commercial Terms".
8	ITB-Clause No. 13.1.2(3)-Award of contract: In all other cases, unless stipulated otherwise in bid data sheet, in order to maintain uninterrupted supplies, CMSS will place orders with minimum of two bidders for tendered product with 60% of the orders given to L1 and the balance 40% to the next Matched Lowest bidder. And Section-III BDS clause ITB Clause 13.1.2.4 read with ITB-For Regular Tender Schedule: CMSS will counter offer the lowest rate (L1 rate) to other bidders in the order of their	Point of clarification: In earlier CMSS tenders, award is split by placing order 60% of tendered quantity to L 1 bidder. Balance 40% of the tendered quantity will be divided equally amongst the other qualified bidders subject to matching the L 1 rate. Please clarify if CMSS will split 40% award among all the bidders subject to matching L 1 rate or full 40% quantity will be awarded to next lowest bidder on matching L 1 rate. At the same time, they requested, if the "Award Criteria" for Regular tender is maintained on same lines as was in previous tender i.e. 40% equally distributed	For ITB Clause 13.1.2 (3) and (4)- Refer to "Amendment in Techno-Commercial Terms" (for Regular Tender Award Criteria). No Change- (for Developmental Tender Award Criteria.) For ITB Clause 13.1.2 (5)- No Change


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	ranking i.e. L2, L3 and so on will be asked to match the L1 price. In case there is no L2 /matched bidder, 100% of the tendered quantity can be offered to L1 bidder. Quantity beyond quoted quantity including delivery schedule thereof will be ordered on mutual consent. Also, delivery schedule for quantity in consideration in accordance with Para 13.1.1 above will be with mutual consent. Purchase order for 60% of the quantity required shall be awarded to L-1 and remaining 40% to L-2. For Developmental Tender Schedule: Maximum of 25% quantity shall be sourced from developmental tender schedule. Balance quantity shall be sourced from regular tender schedule. Purchase order for 60% of the scheduled quantity shall be awarded to L-1 and remaining 40% to L-2. In case, only 01 bidder is qualified for developmental schedule only 60% of the total scheduled quantity shall be awarded and balance will be procured through regular tender schedule. BDS-Additional ITB Clause 13.1.2.5- Unless or until, there is single eligible bidder for award of Purchase Order, the Purchase Order to be awarded to any eligible bidder shall not exceed 60% of the total required quantity, regular and developmental schedules combined. If a bidder is successful in both regular and	among the all bidders matching on L1 rate. For Developmental Tender Schedule: Maximum of 25% quantity shall be sourced from developmental tender schedule. Balance quantity shall be sourced from regular tender schedule. Purchase order for 60% of the scheduled quantity shall be awarded to L-1 and remaining 40% to L-2. In case, only 01 bidder is qualified for developmental schedule only 60% of the total scheduled quantity shall be awarded and balance will be procured through regular tender schedule. Bidder requested that 100% quantity may be awarded to L1 bidder, in case of only one qualified bidder for Developmental Schedule.	


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	developmental tender for different manufacturing sites and combined purchase order quantity (as per allocation given above) exceed 60% of the total required quantity, developmental tender quantity shall be awarded to the extent eligible and regular tendered quantity shall be restricted to "60% of tendered quantity minus developmental tendered quantity.		
9	Form 4.3 – Self-Declaration Certificate (Non-Conviction Compliance) (Should be notarised on Rs. 100 stamp papers)	Non-Conviction certificate issued by State Licensing Authority is replaced by Self-Declaration Certificate (Non-Conviction Compliance) as per Form 4.3 provided in bid document. Point of clarification is that whether this Self-Declaration Certificate is required on Stamp Paper of Rs. 100/- duly notarized only or it is required to be submitted on Company's Letter head with Stamp Paper of Rs.100/- and duly notarized.	Self-Declaration Certificate (Non-Conviction Compliance) is required on stamp paper of Rs. 100/- and should be duly notarized.


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10	SECTION Schedule of Requirements	V Delivery period stated in tender document is not linked with the timeline of Letter of Acceptance (LoA) to be issued by CMSS to qualified bidders. As vaccine require with specific labelling the production is done on receipt of LoA and for commencement of First delivery a lead period of 90 - 120 days is required. therefore, we would appreciate if delivery period is defined in terms of Number of days i.e. First delivery within 90 - 120 days from date of LoA and within 60 days for subsequent tranches. As with the grant of LoA the qualified bidder will be in a position to plan for SCM functions for end-to-end obligations delivery of tranches within 60 days can be effectively planned.	NO Change Supply timelines are to be followed as mentioned in the tender document.


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11	Pre dispatch inspection	7.1.3 Waiver of PDI and submission of Video of Tertiary and Exterior Cartons prior to Final dispatch approval - With the given no of products and no of batches packed in due course the frequency of PDI may increase drastically, i.e almost 1-2 inspections per week. During the course of PDI all the relevant Stakeholders are getting engaged in this process resulting into pendency of work at their respective end. - Hence SIIPL propose a revised approach for PDI or waiver of PDI Inspection. - Sharing Videos online prior to Dispatch Clearance is creating a huge threat from Cyber Security perspective...With the give restrictions it is becoming difficulty to share such Videos through the portal. As such the same pics and videos are taken by PDI Inspector during physical inspection. Hence SIIPL proposes a waiver in submission of these Videos.	No Change



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12	6.7 Warranty/ Guarantee- If any sample is declared as not to conform to the description or "Not of Standard Quality such batch/ batches will be deemed to be rejected goods and notice through Return Orders shall be issued to Contractor. 5) Upon receipt of such notice, the contractor shall, within 03 working days acknowledge the receipt of such notices and its commitment to expeditiously, but not later within 60 days from the date of receipt of such notice, replace the defective Goods free of cost, at the Consignee destination. The Contractor shall take over the replaced parts/ Goods after providing their replacements, and no claim shall lie on the Procuring Entity for such replaced parts/ Goods after that. 6) If the contractor, having been notified, fails to replace the defect(s) within the aforesaid period of 60 days it shall amount to breach of Contract for default under GCC-clause 12.1, and the Procuring Entity shall avail any or all remedial action(s) thereunder.	Replacement timeline of 60 days is too short. For supply of regular Vaccine, we are considering timeline of 120 days due to various factors like Mfging/Packing Cycle Time, CDL Inspection Cycle Time, CMSS Inspection and post CMSS Dispatch clearance time required for execution of dispatches. Considering above timelines, SIPL request for considering replacement timeline of 120 days.	Refer "Amendment in Techno-Commercial Terms".
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Sr. No.	Tender Clause	Query/ Clarification Asked	Clarification
13	Section-VII- GCC- 7.4 Handling of quality complaints 1. In case of quality complaints at any stage during its shelf life, purchaser shall investigate the nature of complaint by collecting field samples and its discretion test the samples so collected at any Govt. Lab/ purchasers approved lab, if considered necessary. On evaluation, if it is established that the samples are not of standard quality, the same may be rejected and supplier shall be asked to give replacement supplies as prescribed in the preceding paragraphs.	CMSS agrees to consider the Control Samples only in case of any complaints w.r.t rejection or product declared as "Not of Standard Quality".	No Change
14	Section-VII- GCC- 8.3 Deliver of Goods to an Interim Consignee for Dispatch	CMSS confirmed that any such change of delivery location will be considered only after prior approval from CMSS and Programme Division.	Any change in consignee location will be intimated through Amendment in Purchase Order.
15	Section-VII-GCC- Terms of Delivery and delays	9.7 Notification of Delivery :- Supplier shall keep Program Division in copy for all the Notification of Delivery. CMSS to be kept in loop for any issue related to Supplies.	Accepted


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16	GCC 6.2 (3)	Any amendment thereof to be approved by DCGI and to be sent to Program Division for approval. No modification can be made in Artwork of product unless prior approval from Programme Division and CMSS. Final approved A/w will be shared on CMSS Portal which will be referred for all PDI Inspections.	Final approved artwork shall be uploaded on CMSS e-aushadhi system.
17	Form 1.3: Local content Declaration from Statutory Auditor or Cost Auditor for Companies/ Cost or Chartered Accountant for others for purchases above Rs. 10 Crore.	bOPV- All manufacturers in India do not manufacture DS of bOPV. This is imported. In India all manufacture only formulates and do filling. Hence local content clause should be deleted. bOPV- The OPV Bulk is imported by all vaccine manufacturers hence Minimum local content condition is not applicable for bOPV vaccine. We request CMSS to waive-off this tender condition. bOPV- Minimum Local Content Requirement is more than 80% (Class I) & more than 50% & less than 80% (Class II)- For Bivalent Oral Polio Vaccine the mentioned criteria cannot be applied as main content i.e bulk required for manufacturing bOPV is imported. In earlier the tenders the exemption was given for bOPV. Request to reconsider the Local Content Criteria.	No Change



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Sr. No.	Tender Clause	Query/ Clarification Asked	Clarification
18	Section V: Schedule of Requirements Delivery Schedule:	CMSS has recently concluded bOPV Awards against Tender No. CMSS/PROC/2025-26/UIP/018 and Letter of Acceptance (LOA) to the qualified bidders for delivery within 90 days to 480 days. New tender CMSS/PROC/2025-26/UIP/031 is issued by CMSS for delivery in two tranches i.e. March/April'26 and March/April'27. As new tender is in overlap with earlier awarded tender on delivery period of First tranche i.e. March/April'26, we would like to seek clarification on point that "Whether new offers of bidders will be considered 100% independent from offers submitted on awarded tender" and there will be no linkage with the contracts already issued against the awarded tender. As the delivery of first tranche March-April'26 is in overlap with awarded tender we request you to postpone the delivery period of the first tranche. The Central Medical Service Society has recently finalized the bOPV tender. The tender schedule for finalized tender is from Jan/Feb 2026 to Dec 2026/ Jan 2027. There is overlapping of the schedule with this tender. Request to avoid the overlapping of the tender.	Refer "Amendment in Techno-Commercial Terms".



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19	Section VI, Technical Specifications Packing Prior to and at the time of packing, the vaccines must be kept within the storage temperature limits recommended.	Product is not stored under recommended storage condition at the time of actual packing. Prior to packing, the product is stored at recommended storage temp. At the time of packing, the product is handled at room temp (NMT 25°C). The final packed product is again stored at recommended storage temp. The clause requiring that vaccines “be kept within the storage temperature limits recommended by the manufacturer prior to and at the time of packing” may kindly be revised to apply only to storage conditions. Packing is a manual, time-consuming process, and maintaining recommended storage temperatures during packing is not operationally feasible.	The vaccines have to be stored as per technical specifications as recommended by the manufacturer and VVM ensures the same.
20	Section VI, Technical Specifications-Exterior shipping carton: “Triple wall corrugated fiber board cartons with a bursting strength of NLT 1900 kPa.”	Current SIPL Practice : SIPL follow ISO 1966 (Part 1)/2009 guidelines which indicates the unit of measurement for bursting strength as Kg/cm². SIPL results are well within specified range. -SIPL Proposal : As discussed in pre bid meeting the unit of measurement for bursting strength shall be Kg/cm² in place of kPa.	As per technical specification committee meeting 4th February 2025- WHO guidelines on the international packing and shipping of vaccines_6th edition, 2020-page no. 20, mentions “Insulated containers (cartons) used for shipping vaccines should not weigh more than 50 kg each at full weight”. WHO guidelines on the international packing and shipping of vaccines_6th edition, 2005, page no. 9 mentions “WHO recommends that each international shipping carton should weigh less than 50 kg. It is important


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			<i>that individual boxes are not too heavy during transport as they are frequently loaded and off loaded manually at airports and intermediate stores."</i>

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