

# CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health and Family Welfare (Government of India)

2<sup>nd</sup> floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opposite  
Telephones: 011-21410905, 21410906,

26.06.2024

## AMENDMENT NO. 1

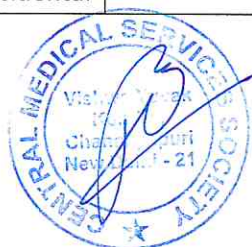
**TENDER No: CMSS/PROC/2024-25/UIP/001 for Procurement of Vaccines under Universal Immunization Program (UIP)**

**1. The following amendment in the subject bid document is made:**

Sr. No.	Clause No.	Existing Clause	Amendment
1	Section-IV (Qualification Criteria)- Sr. No. (c)	Tenderer must submit WHO GMP certificate valid on the date of tender opening (technical bid).	WHO-GMP is a mandatory requirement of CMSS' tender. However, one time waiver may be granted for this particular tender and the clause may be amended as follows: <i>"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"</i> .
2	Section-IV (Qualification Criteria)- Sr. No. (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).	CoPP is a mandatory requirement of CMSS' tender. However, one time waiver may be granted for this particular tender and the clause may be amended as follows: <i>"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"</i> .
3	Instructions to Bidders (ITB) Clause-9.4	1. Bidders shall submit Earnest Money Deposit (EMD) for the amount as indicated in Bid Data Sheet. 2. The EMD shall be paid by Account payee	Precedent to previous Ministry of Health & Family Welfare (MoH&FW) tender and in accordance with the GeM GTC, Earnest Money Deposit (EMD) charges is hereby exempted for all the prospective bidders having annual financial turnover equal to or greater than 500cr in any of the three (3) previous Financial Year(s). However, all the prospective bidder(s) are required to submit a 'Bid security Declaration' in lieu of EMD as



		Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque /Bank Guarantee or RTGS/NEFT/Insurance Surety Bonds.	per the format given at <b>Form:7 of bid document.</b>  Bid Security Declaration, in original shall reach the Tender Inviting Authority (TIA), physically before the tender opening date.
	General Condition of Contract (GCC) <b>clause- 8.7.5</b>	For Goods with a limited shelf life, the contractor shall ensure that at least 5/6th (or any other period/criteria stipulated in the SCC) of shelf life remains balance on delivery date. The Procuring Entity reserves rights to reject expired or products with less than such specified shelf life.	The existing approved <b>shelf life clause</b> which was adopted by the Procurement division may be considered by CMSS, therefore, The clause is amended as follows: <b>"For those vaccines having shelf-life of 24 months or more, at the time of supply to the consignee, the shelf life of vaccine should not have crossed more than 6 months from the date of manufacturing"</b> .
	General Condition of Contract (GCC) <b>clause- 9.1.2</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 0.5 % (half percent) of the delivered price Page 181 of 242 (including elements of GST & freight) of the delayed Goods and/ or incidental	<b>The clause is amended as follows:</b>  <i>"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 delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply."</i>





		<p>Works/ Services 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 a 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>																																										
	<p><b>SECTION V SCHEDULE OF REQUIREMENTS- (Delivery schedule)</b></p>	<p>As defined at SECTION V SCHEDULE OF REQUIREMENTS- (Delivery schedule) page no.54 &amp; 55/242 of the bid document</p>	<p>Tentative Delivery schedule of RI vaccines (quantity in Lakh doses)</p> <table border="1" data-bbox="874 1352 1549 1951"> <thead> <tr> <th>S.No</th> <th>Month &amp; Year</th> <th>Hep-B</th> <th>DPT</th> <th>Pentavalent</th> <th>PCV</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>01.03.2025 TO 30.04.2025 or earlier</td> <td>30</td> <td>0</td> <td>175</td> <td>175</td> </tr> <tr> <td>2</td> <td>01.05.2025 TO 30.06.2025 or earlier</td> <td>25</td> <td>120</td> <td>175</td> <td>175</td> </tr> <tr> <td>3</td> <td>01.07.2025 TO 31.08.2025 or earlier</td> <td>24</td> <td>120</td> <td>175</td> <td>175</td> </tr> <tr> <td>4</td> <td>01.09.2025 TO 31.10.2025 or earlier</td> <td>24</td> <td>120</td> <td>145</td> <td>145</td> </tr> <tr> <td>5</td> <td>01.11.2025 TO 31.12.2025 or earlier</td> <td>24</td> <td>90</td> <td>145</td> <td>145</td> </tr> </tbody> </table>						S.No	Month & Year	Hep-B	DPT	Pentavalent	PCV	1	01.03.2025 TO 30.04.2025 or earlier	30	0	175	175	2	01.05.2025 TO 30.06.2025 or earlier	25	120	175	175	3	01.07.2025 TO 31.08.2025 or earlier	24	120	175	175	4	01.09.2025 TO 31.10.2025 or earlier	24	120	145	145	5	01.11.2025 TO 31.12.2025 or earlier	24	90	145	145
S.No	Month & Year	Hep-B	DPT	Pentavalent	PCV																																							
1	01.03.2025 TO 30.04.2025 or earlier	30	0	175	175																																							
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5	01.11.2025 TO 31.12.2025 or earlier	24	90	145	145																																							



			6	01.01.2026 TO 28.02.2026 or earlier	24	90	145	145
			7	Till 31.03.2026 or earlier	12	92	118	145
			<b>Total:</b>		<b>163</b>	<b>632</b>	<b>1078</b>	<b>1105</b>
	Form:1 Bid form (Covering Letter)	Page 209 of Bid Document	Form:1- Bid form (Covering Letter) has been amended and attached at <b>Annexure-A</b> .					
	Page-30 of Bid document- Clause-(9.4): Bid Security - Related Documents	Clause-(9.4): Bid Security - Related Documents, <b>Sub clause (3):</b>  3. For EMD fund transfer, purchaser's bank account details are as under: <b>Beneficiary Name:</b> Central Medical Services Society <b>A/C No.:</b> 32719062216 <b>Bank Name:</b> SBI Bank <b>Branch:</b> Nirman Bhawan, Maulana Azad Road, New Delhi <b>IFSC Code:</b> SBIN0000583	Clause-(9.4): Bid Security - Related Documents, <b>Sub clause (3) to be amended as:</b>  3. For EMD fund transfer, purchaser's bank account details are as under: <b>Beneficiary Name: Central Medical Services Society</b> <b>A/C No.: 50100729160644</b> <b>Bank Name: HDFC Bank</b> <b>Branch: SAFDARJUNG ENCLAVE-DEER PARK, New Delhi</b> <b>IFSC Code: HDFC0000503</b>					
	Page-237, Format 1.1 Bank Guarantee format for performance security	Format 1.1 Bank Guarantee format for performance security has been amended and attached at <b>Annexure-B</b> .	Format 1.1 Bank Guarantee format for performance security has been amended and attached at <b>Annexure-B</b> .					
	Page 229, Form 7-A	Page 229, Form 7-A: Bank Guarantee for EMD (Format) has been amended and attached at <b>Annexure-C</b>	Form 7-A: Bank Guarantee for EMD (Format) has been amended and attached at <b>Annexure-C</b>					



**2. The tender opening date is amended as:**

<b>Sr. No.</b>	<b>Reference</b>	<b>Existing</b>	<b>Modified</b>
1	Bid submission end date	28.06.2024 @ 2:00 pm	08.07.2024 @ 2:00 pm
2	Last date of submission of original documents	28.06.2024 @ 3:00 pm	08.07.2024 @ 3:00 pm
3	Bid opening date	28.06.2024 @ 4:30 pm	08.07.2024 @ 4:30 pm

**Note: All other terms and conditions of the tender remains the same**

  
**Pramod B Somnathe**  
**GM (Procurement)**





## Annexure-A

### **Form 1: Bid Form (Covering Letter)**

(Ref ITB-clause 9.2)

(To be submitted as part of technical bid, along with supporting documents, if any)

(On Bidder's Letter-head)

(Strike out alternative phrases not relevant to you)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

To

DG & CEO, Central Medical Services Society, Ministry of Health and Family welfare,  
Government of India, New Delhi

Address: 2nd floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road,  
Opposite Police Station Chanakaya Puri,  
New Delhi-110021

Telephones: 011-21410905, 21410906

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

Sir/ Madam

Having examined the above-mentioned Tender Document, we, the undersigned, hereby submit/  
upload our Techno-commercial and financial bid (Price Schedule) for the supply of Goods and  
incidental Works/ Services in conformity with the said Tender Documents.

#### **1) Our Credentials:**

a) We are submitting this bid: -

on our behalf, and there are no agents/ dealers involved in this tender, and hence no  
agency agreement or payments/ commissions/ gratuity is involved. Our company  
law and taxation regulatory requirements and authorization for signatories and  
related documents are submitted in Form 1.1 (Bidder Information).

b) We..... hereby certify that  We are proven, established, and reputed  
manufacturers with factories at ..... which are fitted with modern  
equipment and where the production methods, quality control, and testing of all  
materials and parts manufactured or used by us shall be open to inspection by the  
representative of the Procuring Entity.

#### **2) Our Eligibility and Qualifications to participate**

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant  
declarations are made along with documents in Form 1.2 of this bid-form. We fully meet the  
qualification criteria stipulated in this Tender Document, and the relevant details are submitted  
along with documents in Form 4: 'Qualification Criteria - Compliance.

#### **3) Our Bid to supply Goods:**





We offer to supply the subject Goods of requisite quality and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in Form 2: 'Schedule of Requirements - Compliance and Form3: 'Technical Specifications and Quality Assurance - Compliance.' The details of schedule wise quantity offered against this tender are given below in tabular form:

Schedule No.	Item Name	UOM	Tendered Quantity	Quoted Quantity
I				

#### 4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- a) based on terms of delivery and delivery schedule confirmed by us; and
- b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
- d) have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
  - i) those prices; or
  - ii) the intention to submit an offer; or
  - iii) the methods or factors used to calculate the prices offered.
- e) have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

#### 5) Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 5: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

#### 6) Bid Security/Bid Securing Declaration

We have submitted the Bid Security (applicable for all bidders except MSEs and Startups) in stipulated format vide Form 7A / Bid Securing Declaration (applicable for MSEs and Startups) in





lieu of Bid Security in stipulated format vide Form 7: 'Documents Relating to bid security.'

**7) Abiding by the Bid Validity**

We agree to keep our bid valid for acceptance for a period up to 150 days, as required in the Tender Document or for a subsequently extended period, if any, agreed to by us and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

**8) Non-tempering of Downloaded Tender Document and Uploaded Scanned Copies**

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. We undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

**9) A Binding Contract:**

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that this bid together with your written acceptance of the same shall constitute a binding contract between us.

**10) Performance Guarantee and Signing the contract**

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

**11) Signatories:**

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

**12) Rights of the Procuring Entity to Reject bid(s):**

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....  
(Signature with date)

.....  
(Name and designation)

Duly authorized to sign bid for and on behalf of  
[name & address of Bidder and seal of company]





**Annexure-B**

Format 1.1: Bank Guarantee Format for Performance Security

**Instruction to BG Issuing Bank – The Bank Guarantee should be through SFMS (Structured Financial Messaging System) & the Field No. 7037 is filled with the bank details i.e. HDFC Bank Ltd, IFSC Code - HDFC0000003& Beneficiary Customer ID – CENTRALYCX - M/s CENTRAL MEDICAL SERVICES SOCIETY. This is captured in both IFN760 COV (BG Issuance) / IFN767 COV (BG Amendment, if any).**

(Ref Clause 9.4 of ITB and clause 5.8 of GCC)

To

DG & CEO, Central Medical Services Society, Ministry of Health and Family welfare, Government of India, New Delhi

Address: 2nd floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opposite Police Station Chanakaya Puri, New Delhi-110021

Telephones: 011-21410905, 21410906

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

Whereas..... (name and address of the contractor) (hereinafter called “the contractor”) has undertaken, in pursuance of contract no ..... date..... to supply ..... (description of goods and Works/ Services) (hereinafter called “the contract”).

And Whereas you have stipulated it in the said contract that the contractor shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at.....\*(Name & Address of the .....\*(branch) is liable to pay the guaranteed amount depending on the filing of





a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our .....\* branch a written claim or demand and received by us at our .....\* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

**BG should be effective once it will be transmitted through SFMS on HDFC Bank Ltd IFSC Code – HDFC0000003.**

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

\*Preferably at the headquarters of the authority competent to sanction the expenditure for the procurement of goods or at the concerned district headquarters or the state headquarters.



## Annexure-C

Form 7A : Bank Guarantee for EMD (Format)

**Instruction to BG Issuing Bank – The Bank Guarantee should be through SFMS (Structured Financial Messaging System) & the Field No. 7037 is filled with the bank details i.e. HDFC Bank Ltd, IFSC Code - HDFC0000003& Beneficiary Customer ID – CENTRALYCX - M/s CENTRAL MEDICAL SERVICES SOCIETY. This is captured in both IFN760 COV (BG Issuance) / IFN767 COV (BG Amendment, if any)**

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert Name and Address of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of the Tenderer ]* (hereinafter called “the Tenderer”) has submitted to you its bid dated (hereinafter called “the Bid”) for the execution of *[insert name of contract]* under Tender No.....

Furthermore, we understand that, according to your conditions, bids must be supported by a EMD.

At the request of the Tenderer, we *[insert name of Bank]* hereby irrevocably under take to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the bid conditions, because the Tenderer:

- a) has withdrawn its Bid during the period of bid validity specified by the Tenderer in the Form of Bid; or
- b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or(ii)fails or refuses to furnish the security deposit, in accordance with the Instructions to Tenderer s.
- c) does not accept the correction of the Bid Price
- d) This guarantee will expire: (a) if the Tenderer is the successful tenderer ,upon our receipt to copies of the contract signed by the Tenderer and the performance security issued to you upon the instruction of the Tenderer ; or(b) if the Tenderer is not the successful tenderer ,upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful tenderer ;or (ii) Twenty Eight days after the expiration of the Tenderer 's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

**BG should be effective once it will be transmitted through SFMS on HDFC Bank Ltd IFSC Code – HDFC0000003.**

*[signature(s)]*



