

CENTRAL MEDICAL SERVICES SOCIETY
 Ministry of Health & Family Welfare
 (Autonomous Body under MoHFW, Govt. of India)
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Date: - 13/08/2024

CORRIGENDUM-1

Tender for Procurement of Tablet Rifapentine 150mg for NTEP

Tender No.: CMSS/PROC/2024-25/NTEP/019

CPP Tender ID: 2024_CMSS_819948_1, dated 05/08/2024

Pre-bid Meeting held on 09/08/2024 at 11:00 AM

Following changes are published in the said tender document, which will be part of tender documents:

Sr. No.	As per tender	Tender Clause no. & Page No.	Bidder's Representation	Clarification/ Amendments
1.	Only Class-1 and Class-2 local supplier shall be eligible for participation. Bids from supplier (MSE/Non MSE) as defined in Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers order no. F.No 31026/65/2020-MD dated 30.12.2020 shall be accepted. Bids from firms/vendors other than Class-1 and Class-2 local supplier (MSE/Non MSE) shall be summarily rejected.	4 (a) & Pg No. 6	Clause 4.a Class-1, Class-2 & non-local supplier shall be eligible for participation. Bids from supplier (MSE/Non MSE) as defined in Department of Pharmaceuticals under Ministry of Chemicals and Fertilizers Order No. F.No 31026/65/2020-MD dated 30.12.2020 shall be accepted. Remarks: - Tender Published against risk purchase w.r.o defaulting suppliers.	No change.
2.	The invitation to bid is open to domestic manufacturers (Indian Manufacturers) only.	4 (b) & Pg No. 6	Clause 4.b The invitation to bid is open to domestic manufacturers (Indian Manufacturers)/or/and their authorized agencies or Global Manufacturers or their agents. Remarks: - Tender Published against Risk Purchase w.r.o defaulting suppliers, so maximum participation should be there. As per tender provisions 5.6 (c), 16.8 (ii), 18.1 (a), 18.4 (g), 18.4(h) ii, 19.4, 20.4, (in the open market means distributor/ Dealer permissible). Pls amend this clause for benefits to all.	No change.
3.	The invitation to bid is open to domestic manufacturers (Indian Manufacturers) only. Tenderer shall be a manufacturer of the quoted product and having valid own manufacturing license in the indicate pharmacopeia (in technical specification at Annexure IA) and Certificate of Pharmaceutical Product (COPP) as recommended by WHO in any	4 (b, c) & Pg No. 6	Requesting to allow loan license manufacturing arrangement to promote healthy competition and allow us to participate in the referred bid with loan license arrangement. The quality & safety standards are same for the Loan Licences manufacturing in line with our own manufacturing units. We would also like to bring to your notice that some state procurement agencies like	No change.

	<p>of the pharmacopeia IP/BP/USP/IHS (In-House Standard). The manufacturing license & COPP should be valid on the date of tender opening packet 1. In case of failure to submit the same, the bid shall not be considered any further.</p> <p>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.</p> <p>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.</p> <p>Bidder is requested to submit an undertaking that the drug is not available in IP or any other approved pharmacopeia.</p> <p>For Manufacturing License issued by State Licensing Authority before 08.07.2023, the requirement of CT-23 is mandatory.</p> <p>For Manufacturing License issued after 08.07.2023, only the license issued by State Licensing Authority shall suffice.</p>		<p>TNMSC, RMSCL, DHS Delhi, KMSCL, UPMSCL OMSCL & GMSCL are already accepting the supplies manufactured under Loan Licence Manufacturing arrangement</p>	
4.		4 (c, e, h) & Pg No. 7-8	<p>Tender Clause 4.c, e & h In case, bidder is an Authorized Agent to the manufacturer in India, then the past supply criteria of the self/ principal (manufacturer) could be considered.</p>	No change.
5.	Tenderer should quote for 100% of the tender quantity of each items quoted and the tenderer shall have an annual production capacity not less than one and half times the quantity quoted for each schedule.	4 (g) & Pg No. 8	<p>Tender Clause 4.g & 6.2.e Eligibility Criteria The proposed change in this clause as, "the tenderer should be allowed to quote for a minimum of 50%", out of the total tender quantity and the tenderer shall have an annual production capacity not less than one and half times the quantity quoted for each schedule.</p> <p>Tender Clause 4.g & 6.2.e Eligibility Criteria: Tenderer should quote for minimum 50% of the tender quantity of each items quoted and the tenderer shall have an annual production capacity not less than one and half times the quantity quoted for each schedule.</p>	No change.

6.	<p>Tenderer should have supplied 40% of the quoted quantity of same or similar items during the last two financial years. Bidder should submit Purchase order copies and certificate duly issued by Statutory Auditor/ Practicing Chartered Accountant of the company on his letter head by certifying the quantities manufactured and marketed in trade, export, open market, sold to government institutions, private bodies etc. and the marketed quantities are not less than at least 40% of the quoted/ similar items.</p> <p>Similar Items here relate to the following: - Similar item means quoted/any TB Drug Supply/Sale/Service order under loan license arrangement shall not be considered.</p>	4 (h), 6.2 (e) & Pg No. 8-12	<p>Tender Clause 4.h & 6.2.e Eligibility Criteria Request you to, please relaxed such conditions for MSME or Startup manufacturers in line with Deptt. of Expenditure guidelines / Orders/ Circulars.</p> <p>Relaxed the such conditions for MSME or Startup manufacturers in line with Deptt. Of Expenditure guidelines/ Orders/ Circulars.</p> <p>This is a risk purchase tender for Procurement of Rifapentine 150mg tablet for NTEP, as previous tender's qualified bidders failed to meet supply terms and conditions which has impacted on Government objective of eradication of tuberculosis.</p> <p>We request that this clause be waived so that there can be a smooth supply of Rifapentine 150mg from qualified sources that are 100% make in India. If waiver is not possible, we request for amendment that the bidder who supplied 40% or more of any tablet range to government institutions, export markets, or trade markets in the two previous financial years may be permitted to participate as we possess production and marketing experience for a range of tablets that exceeds tender quantities multiple times over.</p> <p>Requesting to allow loan license manufacturing arrangement to promote healthy competition and allow us to participate in the referred bid with loan license arrangement.</p> <p>The quality & safety standards are same for the Loan Licences manufacturing in line with our own manufacturing units.</p> <p>We would also like to bring to your notice that some state procurement agencies like TNMSC, RMSCL, DHS Delhi, KMSCL, UPMSCL OMSCL & GMSCL are already accepting the supplies manufactured under Loan Licence Manufacturing arrangement</p>	No change.
7.		6.2 (c, e, f, g, h, i, j, n, aa) & Pg No. 8-12	<p>Tender Clause 6.2 (c), e, f, g, h, i, j, n, aa: In case, bidder is an Authorized Agent of the manufacturer in India, then all other relevant criteria of the self / principal (manufacturer) could be considered.</p>	No change.
8.	<p>If the supply reaches the designated consignee places or CMSS Warehouse after scheduled delivery date mentioned in LOA/P.O, liquidated damages</p>	18.2 & Pg No. 30	<p>Tender Clause 18.2: To safeguard the interest of CMSS and to encourage more bidders to get competitive prices, we would like to propose, liquidated damages will be levied at the rate of 0.5% per week</p>	No change.

	will be levied @2.5% per week to be applied proportionately on per day basis up to a maximum of 10% of P.O. Cost, irrespective of the fact that whether the CMSS has suffered any damage/ loss or not, on account of delay in effecting supply. If the last scheduled delivery day happens to be a holiday the supply will be accepted on the next working day without any penalty.		and up to a maximum of 10% of P.O. Cost, irrespective of the fact that whether the CMSS has suffered any damage/ loss or not, on account of delay in effecting supply. If the last scheduled delivery day happens to be a holiday the supply will be accepted on the next working day without any penalty. Tender Clause 18.2: If the supply reaches the designated consignee places or CMSS Warehouse after scheduled delivery date mentioned in LOA/P.O, liquidated damages will be levied @ 0.5% per week to be applied proportionately on per day basis up to a maximum of 10% of P.O. Cost, irrespective of the fact that whether the CMSS has suffered any damage/ loss or not, on account of delay in effecting supply. If the last scheduled delivery day happens to be a holiday the supply will be accepted on the next working day without any penalty. Reasons:- To compliance with DOE/GFR or CMSS existing tenders.	
9.	Bid Submission end date 28.08.2024		Kindly extend the Bid Submission end date 07.09.2024 Kindly extend the Bid Submission end date 15.09.2024	No change.
10.	Tender Title Name: - Online risk purchase tender for procurement of Tablet Rifapentine 150mg for NTEP		The tender is named as, "Risk & Cost Purchase" ., hence we would like to know, if there is any litigation or sub-Judice matter happened with defaulting suppliers, as there is huge financial involvement. Tender Title Name amended as: - Tender for procurement of Tablet Rifapentine 150mg for NTEP.	No change.
11.	This tender is for Procurement of Tablet Rifapentine 150mg for NTEP at the risk & cost of the defaulter supplier against CMSS Purchase Order No. CMSS/PROC/2023-24/NTEP/028/115 dated 15/12/2023 awarded against tender no. CMSS/PROC/2023-24/NTEP/028 opened on 18/07/2023.	Pg No. 5	Kindly remove the such point.	No change.
12.	Tender should not be blacklisted/ banned/ debarred (as whole) or for the tendered goods by CMSS, MoHFW and Department of Expenditure on the date of tender opening. Aforesaid debarred/banned/blacklisted bidder are not eligible to bid in the tender.	4 (f) & Pg No. 8	Amended as Tender Clause 4.f Eligibility Criteria: In addition to the existing tender clause, Those tenderer have also eligible to participate which was filled the court cases against procurement agency before tender publishing date or Hon'ble court grant stay order against blacklisting orders.	No change.
13.	For all regulated products, the bidder should have at least two years i.e. 2021-22 and 2022-23 OR	4 (d), 6.2 (f) & Pg	We currently have DCGI permission for Rifapentine 150mg tabs that is one-year old in Form CT-23. This permission states that	No change.

	<p>2022-23 and 2023-24 of manufacturing and marketing experience (For Export/Domestic) of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCG (I) in less than two years ago. A permission from DCG (I) shall be required for all new regulated products to this effect.</p> <p>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.</p> <p>For the recently introduced drugs in the county (introduced in the last two years), the requirement for Market standing certificate shall be waived off.</p>	No. 7 and 12	<p>the drug will only be used under the revised National Tuberculosis Elimination Programme (NTEP) only. Over the past one year, there is no significant procurement of Rifapentine 150mg under NTEP so requesting you to please clarify the clause 6.2 (f) & 4 (d) of tender documents about requirement of a Market Standing Certificate for bidder who have been licensed by DCGI in less than two years ago.</p>	
14.	Performance Statement to establish 2 years market standing as per format given in Annexure-IV.	6.2 (j) & Pg No 12	<p>We would like to emphasize once more that this is a risk purchase tender for purchase of Rifapentine 150mg tablet and DCGI permission states that the drug will only be used under the revised National Tuberculosis Elimination Programme (NTEP) only. Over the past one year, there is no significant procurement of Rifapentine 150mg under NTEP so, providing manufacturing and marketing data of 2022-23, 2023-24 on format Annexure-IV seems not relevant in this case. So, requesting you to waive this clause.</p>	No change.
15.	Technical Specification	Annexure-1A & Pg No. 36	<p>Request for an amendment in Pack Size to Each Strip containing 12 Tablets. i.e.: 1 Strip of 12 Tablets</p>	No change.
16.	Duly notarized general power of Attorney (on non-judicial stamp paper of worth Rs. 50/-) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested. In case of proprietorship on its letter head of firm declares himself as proprietor with specimen signature.	6.2 (d) & Pg No. 12	<p>Duly notarized general power of Attorney (on non-judicial stamp paper of worth Rs. 50/- or More) in favour of authorized signatory in case of partnership firm (to be signed by all partners) / proprietorship firm or board resolution in case of a company to sign the bid and bind the bidder. The signature of authorized signatory should be duly attested. In case of proprietorship on its letter head of firm declares himself as proprietor with specimen signature</p>	Clarified as: Accepted.
17.	Annexure-VIII NOTARISED UNDERTAKING BY MSE	Pg No. 11	Annexure-VIII NOTARISED UNDERTAKING BY MSE COMPANIES	Clarified as:

	COMPANIES (In 20- Rupees stamp paper)		(In 20- Rupees or more rupees stamp paper)	Accepted.
18.	Payments for supply will be made only after completion of supply of Items ordered in the individual Purchase Order PROVIDED quality reports are acceptable. 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.	17.4 & Pg No. 28	In addition to the referred tender clause. Payment should be release to MSME manufacturers according to MSME provisions by GoI. Delay in Payment: - CMSS will have to pay penalty equivalent to LD charges clause (18.2)	No change.

Note: - Above changes will be part of the tender document.

**Sd/-
GM (Procurement)**