

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

**Date: - 09.06.2023**

**CORRIGENDUM-2**  
**ANNEXURE-1**

**Tender Reference No:** CMSS/PROC/2023-24/NACO/013, Dated 23/05/2023

Central Medical Services Society, an autonomous body under Ministry of Health and Family welfare, Government of India, had invited online tenders on Central Public Procurement Portal (CPPP), from eligible and qualified tenderers for establishing Rate contract for supply of ARV Drugs for National AIDS Control Organization Program. Following changes are made in the published tender document: -

**Revised Tender timelines are as under:**

Sr. No.	Description	Scheduled date
(a)	Last date and time for bid submission	19/06/2023 at 03:00 PM
(b)	Last date and time for submission of original documents	20/06/2023 at 03:00 PM
(c)	Date and time for tender opening (technical bid)	20/06/2023 at 04:00 PM

**Note: - Apart from above, all other terms & conditions of tender document will remain unchanged.**

**GM (Procurement)**

## ANNEXURE-2

**Pursuant to the Pre-bid meeting discussion held on 26.05.2023, following amendment in the subject tender enquiry is hereby authorized: -**

<b>Sr. No.</b>	<b>Tender Clause No. &amp; Page No.</b>	<b>As per Tender</b>	<b>After Amendment</b>
1.	All pages of tender	Online Short-Term Tender for Rate Contract for A Period of One Year Six Months for Procurement of ARV Drugs for NACO	<p>Online Tender for Rate Contract for A Period of Two Years for Procurement of ARV Drugs for NACO</p> <p>Tender opening date is extended as per GOI guidelines.</p> <p>The Rate Contract for a period of “One Year Six Months” will be read as “Two Years” where it is mentioned in the tender document.</p>
2.	3.5 (2) of ITB & Pg No. 9	The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation are required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier' as the case may be. In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate, in the prescribed format, from the statutory auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content. Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.	The 'Class-I local Supplier'/ 'Class-II local Supplier' at the time of tender, bidding, or solicitation are required to indicate the percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local Supplier'/ 'Class-II local Supplier' as the case may be. In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier'/ 'Class-II local Supplier' shall be required to provide a certificate, in the prescribed format, from the statutory auditor <b>or cost auditor</b> of the company (in the case of companies) <b>or from</b> a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content. Bids with false declarations regarding Local contents shall be rejected as responsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.
3.	Section IV Qualification Criteria &		Added para “K” as follows:

	Pg No. 58		<p>For Schedule I, the bidder will submit an undertaking on Rs. 100 stamp paper that:</p> <p><b>M/s .....(Bidder Name) is approved for supply of the Drug .....(Drug Name) in the Indian Market under the Medicine Patent Pool by the Patent Holder and there is no infringement with Indian Patent Act 1970.</b></p>
4.	(g) of Section IV Qualification Criteria & Pg No. 57	<p>The tenderer must have supplied at least 20% of tentative quantity indicated in “Section V- Schedule of Requirements” of the same or similar item during the last three financial years. In support of above, the tenderer shall submit details of past purchase orders executed by them in the proforma annexed at Annexure-Section IX Form 4.1 The details shall be duly certified by the practicing Chartered Accountant. The certifying Chartered Accountant must indicate the details along with its UDIN. The copies of purchase orders and e-way bills (maximum 05 for each Purchase Order – the ones pertaining to for large consignments) shall be submitted as documentary evidence in support of having executed the Purchase Orders indicated in Performance Statement.</p> <p>Note: Similar item means quoted/any ARV Drug.</p>	<p>The tenderer must have supplied at least <b>10%</b> of tentative quantity indicated in “Section V- Schedule of Requirements” of the same or similar item during the last three financial years. In support of above, the tenderer shall submit details of past purchase orders executed by them in the proforma annexed at Annexure- Section IX Form 4.1 The details shall be duly certified by the practicing Chartered Accountant. The certifying Chartered Accountant must indicate the details along with its UDIN. The copies of purchase orders and e-way bills (maximum 05 for each Purchase Order – the ones pertaining to for large consignments) shall be submitted as documentary evidence in support of having executed the Purchase Orders indicated in Performance Statement.</p> <p>Note: Similar item means quoted/any ARV Drug.</p>
5.	(h) of Section IV Qualification Criteria & Pg No. 57	<p>The tenderer must have annual production capacity at least 1.5 times the tendered quantity. Annual capacity certificate, issued by the licensing authority, must be submitted along with the bid.</p>	<p>The tenderer must have annual production capacity of at least 951456218 tablets for Schedule I, 29500245 tablets for Schedule II, 19656990 tablets for Schedule III and 276660 tablets for Schedule IV. Annual capacity certificate, issued by the licensing authority, must be submitted along with the bid.</p>

**REVISED SECTION III: BID DATA SHEET (BDS)**

Referenc e ITB Section	Description.															
ITB 1.1	Purchaser- The Central Medical Services Society, an autonomous body under Ministry of Health and Family welfare, Government of India.															
ITB 2.1	Tender Inviting Authority – DG & CEO, Central Medical Services Society, Ministry of Health and Family welfare, Government of India, New Delhi Address: 2 <sup>nd</sup> floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opposite Police Station Chanakaya Puri, New Delhi-110021 Telephones: 011-21410905, 21410906															
ITB 3.5	<p>In accordance with DPIIT Public Procurement (Preference to Make in India) Order, 2017 dated 16.09.2020 read with DOP Circular F.No.31026/65/2020-MD dated 30.12.2020 as amended till date, only Class-I and Class II local suppliers, as defined in aforesaid notifications are eligible to bid.</p> <p><b>Minimum local content requirement for bidders-</b> classification as Class-I/ Class-II local Suppliers shall be as per the DOP Circular F.No.31026/65/2020-MD dated 30.12.2020. Accordingly, <b>Class I Local Supplier</b> means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 80%. <b>Class II Local Supplier</b> means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 50% but less than 80%.</p>															
ITB 3.6	MSEs (Micro & Small Enterprises) and Non- MSEs entities are eligible to bid.															
ITB 5.2.2	As the present tender enquiry is for conclusion of Rate Contract, the stipulations made in ITB 5.2.2 shall not apply. Instead, Bidders are required to offer the quoted items as per delivery schedule indicated in Schedule of requirements for all Purchase Orders placed during the currency of rate contract. Bids, not conforming to the delivery schedule, shall be summarily ignore.															
ITB 6.3.1.5	<p>The principal place of business for CMSS is Delhi. CMSS has GSTN registration no in 18 states including Delhi, The list is given below</p> <table><tr><th>S no .</th><th>LOCATION</th><th>STATE</th><th>GSTIN</th><th>Address</th></tr><tr><td>1</td><td>AGARTALA</td><td>TRIPURA</td><td>16AABAC6275F1Z V</td><td>CMSS, CWC Complex, Hapania, Near ONGC complex, of Opposite Satsangha Ashram, Agartala, Tripura Pin- 799014</td></tr><tr><td>2</td><td>AHMEDABAD</td><td>GUJRAT</td><td>24AABAC6275F1Z Y</td><td>CMSS, Central warehousing corporation premises, Opposite P&amp;T</td></tr></table>	S no .	LOCATION	STATE	GSTIN	Address	1	AGARTALA	TRIPURA	16AABAC6275F1Z V	CMSS, CWC Complex, Hapania, Near ONGC complex, of Opposite Satsangha Ashram, Agartala, Tripura Pin- 799014	2	AHMEDABAD	GUJRAT	24AABAC6275F1Z Y	CMSS, Central warehousing corporation premises, Opposite P&T
S no .	LOCATION	STATE	GSTIN	Address												
1	AGARTALA	TRIPURA	16AABAC6275F1Z V	CMSS, CWC Complex, Hapania, Near ONGC complex, of Opposite Satsangha Ashram, Agartala, Tripura Pin- 799014												
2	AHMEDABAD	GUJRAT	24AABAC6275F1Z Y	CMSS, Central warehousing corporation premises, Opposite P&T												

					Colony, Teen Batti Road, Near Shahalam Gate, Shahalam, Ahmedabad, Gujarat Pin- 380028
	3	BANGLORE	KARNATAKA	29AABAC6275F1ZO	CMSS, Ministry of Health & Family Welfare, Central warehousing corporation premises, APMC Yard, Yeshwanthapur, Bangalore, Pin- 560 022
	4	BHOPAL	MADHYA PRADESH	23AABAC6275F1ZO	CMSS, Central warehousing corporation premises, Godown no. 1A, Near railway cabin no. 3, Chhola road, Nishatpura, District: Bhopal Pin- 462 010. Landline No. 0755-2508050
	5	BHUBANESWAR-JAIPUR	ODISHA	21AABAC6275F1Z4	CMSS, 326, Khata No- 456/948 Mouza-Johal, PO/PS- PAHALA, District – Khurda, Bhubaneswar, Odisha- 751032.
	6	CHENNAI	TAMIL NADU	33AABAC6275F1ZZ	CMSS C/o Central warehousing corporation Warehouse no: 11C Opposite

					to Varadharaja Theatre Chitlapakkam, Chrompet, Chennai Pin-600064
	7	DELHI	DELHI	07AABAC6275F1Z U	CMSS, Khata No -81, Village-Bamnoli, Sector -28, Dwaraka, Delhi-110075.
	8	GUWAHATI	ASAM	18AABAC6275F1Z R	CMSS, EPIP Complex, CWC premises, Opp. Emami, Amingaon, Guwahati, Pin-781 031
	9	HYDERABAD	TELANGANA	36AABAC6275F1Z T	CMSS Block No. A3 Go down C W C Nampally Hyderabad Pin- 500001 Landline No. 040-29705969
	10	JAIPUR	RAJASTHAN	08AABAC6275F1Z S	CMSS C/O CWC, Plot No.-SPL-1296, EPIP, Sitapura Ind. Area, Goner Road, Jaipur, Rajasthan-Pin-302022
	11	KOLKATTA	WEST BENGAL	19AABAC6275F1Z P	CMSS C/o Central Warehousing Corporation, Bonhooghly, RIC Estate, Kolkata, West Bengal-700108
	12	LUCKNOW	UTTAR PRADESH	09AABAC6275F1Z Q	CMSS C/o Central Warehousing Corporation, Naveen Galla Mandi, Sitapur Road

					Lucknow UP-226020
	13	MUMBAI	MAHARASHTRA	27AABAC6275F1ZS	CMSS C/O-Central Warehousing Corporation, GN. 01, Regional Office Mumbai, Sector-20, NR, Turbe RLY Station, Vashi - Navi Mumbai-400703 Landline No. 022-27830009.
	14	PATNA	BIHAR	10AABAC6275F1Z7	CMSS C/O-Central Warehousing Corporation, Katra Bazar, Bazar Samiti, Patna City Pin -800008.
	15	RAIPUR	CHHATISGARH	22AABAC6275F1Z2	CMSS, C/O-Central Warehousing Corporation, Near Harish Petrol Pump, Rauabhata, Birgaon, Raipur, Pin-493221
	16	RANCHI	JHARKHAND	20AABAC6275F1Z6	CMSS C/O-Central Warehousing Corporation, Near OTC ground, Ranchi, Pin no. 834005
	17	TRIVANDRUM	KERALA	32AABAC6275F1Z1	CMSS C/O-Central Warehousing Corporation Kinfra Aplarel Park Menamkulam, Trivandrum Kerala Pin-695586

					Landline No. 0471-2704470
	18	ZIRAKHPUR	PUNJAB	03AABAC6275F1Z 2	CMSS, Ground Floor, Warehouse No. B014/3433, Godown Area. 35 Feet Road, Village Bhabat, Thana Zirakpur, SAS NAGAR, Punjab Pin- 140603
<p>i) Supplier supplying goods to CMSS warehouses or any of its consignee having delivery address within the state listed above, the supplier to issue tax invoice to CMSS, using the registration number of that state only.</p> <p>ii) Supplier supplying goods directly to any consignee having delivery address in a state other than the 18 states mentioned above, the supplier to issue tax invoice to CMSS using the registration number of its principal place of Business i.e. Delhi GSTIN -07AABAC6275F1ZU only.</p> <p><b>The Billing –to Address will be</b> Central Medical Services Society 2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg, Chanakyapuri, New Delhi-110021. <b>GSTIN-07AABAC6275F1ZU</b></p> <p>And, the Shipping–to Address will be the address of the consignee given in the Purchase order.</p>					
ITB 7.3	All clarifications to the tender document should be addressed to Tender Inviting Authority. An email, seeking clarification to the bid document, should be sent at email id. <a href="mailto:gmproc1@cmss.gov.in">gmproc1@cmss.gov.in</a> ; <a href="mailto:agmproc4@cmss.gov.in">agmproc4@cmss.gov.in</a> and <a href="mailto:dgceocmss@cmss.gov.in">dgceocmss@cmss.gov.in</a>				
ITB 8	Tender timelines are as under:				
	Sr. No.	Description	Scheduled date		
	(a)	Availability of tender documents on CPPP for download	23.05.2023		
	(b)	Last date and time for receipt of pre-bid queries, if any	26.05.2023 till 05:00 PM  The pre-bid queries should be addressed to Tender Inviting Authority at email Id <a href="mailto:agmproc4@cmss.gov.in">agmproc4@cmss.gov.in</a> with copy to <a href="mailto:gmproc1@cmss.gov.in">gmproc1@cmss.gov.in</a> and <a href="mailto:dgceocmss@cmss.gov.in">dgceocmss@cmss.gov.in</a>		
	(c)	Pre-bid meeting date, time and venue	26.05.2023 at 11.00 AM at CMSS, Conference Hall, New Delhi		
	(d)	Last date and time for online bid submission	19.06.2023 at 03:00 PM		



	(e)	Last date and time for submission of Original Bid Securing Declaration/ EMD	20.06.2023 at 03:00 PM
	(f)	Date and time for tender opening (technical bid)	20.06.2023 at 04:00 PM
ITB 9.4	Schedule wise EMD shall be as under:		
	Sr. No.	Schedule No.	EMD Amount in INR
	(a)	Schedule I	9,06,00,000/- (Rupees Nine Crore Six Lakh Only)
	(b)	Schedule II	64,00,000/- (Rupees Sixty-Four Lakh Only)
	(c)	Schedule III	12,16,000/- (Rupees Twelve Lakh Sixteen Thousand Only)
	(d)	Schedule IV	30,000/- (Rupees Thirty Thousand Only)
“ITB 9.2.1 Sub-para 1” and “10.3.1 Sub-para 6”	<p>Original copies of Bid Securing Declaration (applicable for MSEs and Startups)/ Earnest Money Deposit (applicable for all other bidders i.e. other than MSEs and Startups), as applicable, is to be submitted in a sealed cover. The envelope should be superscribed as Bid Securing Declaration/ Earnest Money Deposit against Tender No CMSS/PROC/2023-24/NACO/013 Dated 23/05/2023 Scheduled to be opened on 20/06/2023 at 04:00 PM.</p> <p>The documents should be sent in person/ courier so as reach the Tender Inviting Authority by the scheduled date and time, as indicated in Bid Data Sheet at ITB 8.</p>		
ITB 13.1.1 and 13.1.2	<p>As the present tender enquiry is for conclusion of Rate Contract and Purchasers requirement for tendered goods shall be procured by placing Purchase Orders against the concluded rate contract (s), the stipulation made in ITB 13.1.1 and 13.1.2 shall not apply. Subject to the provisions of the contract, the Purchase Orders against the concluded rate contract shall be placed separately after award of rate contract.</p>		
ITB 13.1.3	<p>The present tender enquiry is for conclusion of rate contract.</p> <p><b>For Schedule I following will be applicable: -</b></p> <ol style="list-style-type: none"> <li>Three Parallel Rate Contracts will be concluded against these documents; each with L1, L2 and L3 bidders. As per guidelines laid down in ITB 13.1.3 para 3, if L2/L3 bidders does not accept the counter offer rates, the opportunity shall be given to next higher quoting bidders and so on.</li> <li>However, the purchaser reserves the right to give purchase preference to MSEs and Class I local supplier, whose quoted rates fall within margin of purchase preference as stipulated in Ministry of MSME’s “Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012”, as amended from time to time, and DPIIT’s “Public Procurement (Preference to Make in India) Order 2017 dated 16.09.2020”, as amended from time to time, respectively. Accordingly, if MSEs/ Class I local suppliers are eligible for purchase preference and accept the counter offered rates, the parallel Rate Contracts shall be concluded with eligible L1 bidder and MSEs/ Class-I local suppliers, instead of L2/L3 bidders. The MSEs/ Class-I local suppliers eligible for purchase preference shall replace L2/ L3 bidders, as the case may be.</li> <li>Purchase Orders amongst parallel rate contract holders shall be divided as per following quoting principles: - <ol style="list-style-type: none"> <li>25% quantity shall be awarded to MSE bidder. 50% of balance quantity (Remaining quantity after allocating to MSE bidder) shall be awarded to Class I local supplier. However, maximum quantity allocated to any RC holder shall not exceed 50% of total quantity.</li> </ol> </li> </ol>		

- b) Balance quantity (Quantity left over after allocation as per “a” above) shall be awarded to L1 bidder subject to maximum ceiling of 50%. The quantity in excess of 50% shall be awarded to L2 bidder subject to the condition that maximum of 30% of total quantity shall be awarded to L2 bidder. The quantity in excess of 30% shall be awarded to L3 bidder.
4. If because of any reason, whatsoever, only two parallel Rate Contracts are concluded against these documents, the purchase order to be placed against the Rate Contracts shall be distributed amongst parallel Rate Contract holders i.e. L1/ L2 bidders in the ratio of 70:30 respectively subject to the condition that 25% quantity shall be allocated to MSE Rate Contract holders and 50% to Class I local suppliers as detailed in para 3 above. However, in such cases the maximum quantity allocated to any RC holder shall not exceed 70% of total quantity.

**For Schedule II, III & IV following will be applicable: -**

1. Two parallel Rate Contracts will be concluded against these documents; each with L1 and L2 bidders. As per guidelines laid down in ITB 13.1.3 para 3, if L2 bidders does not accept the counter offer rates, the opportunity shall be given to next higher quoting bidders and so on.
2. However, the purchaser reserves the right to give purchase preference to MSEs and Class I local supplier, whose quoted rates fall within margin of purchase preference as stipulated in Ministry of MSME’s “Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order 2012”, as amended from time to time, and DPIIT’s “Public Procurement (Preference to Make in India) Order 2017 dated 16.09.2020”, as amended from time to time, respectively. Accordingly, if MSEs/ Class I local suppliers are eligible for purchase preference and accept the counter offered rates, the parallel Rate Contracts shall be concluded with eligible L1 bidder and MSEs/ Class-I local suppliers, instead of L2 bidders. The MSEs/ Class-I local suppliers eligible for purchase preference shall replace L2 bidders, as the case may be.
3. Purchase Orders amongst parallel rate contract holders shall be divided as per following quoting principles: -
  - a) 25% quantity shall be awarded to MSE bidder. 50% of balance quantity (Remaining quantity after allocating to MSE bidder) shall be awarded to Class I local supplier.
  - b) Balance quantity (Quantity left over after allocation as per “a” above) shall be awarded to L1 bidder subject to maximum ceiling of 70%. The quantity in excess of 70% shall be awarded to L2 bidder.

**Note: -** Notwithstanding above, if any Rate Contract holder has pending supplies of against earlier Purchase Order, the Purchaser reserves the right to alter the allocation amongst eligible Rate Contract holder to maintain the supply of drugs.

**REVISED SECTION V**  
**SCHEDULE OF REQUIREMENTS**

Ref: Tender Document No. CMSS/PROC/2023-24/NACO/013 Dated 23/05/2023

Tender Title: Rate Contract for a period of Two Years for Procurement of ARV Drugs for NACO.

**A. List of Products**

Sch. No.	Item Description	Unit	Tentative Quantity likely to be procured during RC period	Period of Rate Contract	Inspection Methodology (Pre-Dispatch Inspection/ Inspection at Delivery Stages)	Delivery Place	Terms of Delivery	Tentative Sample Size for Pre-Dispatch Inspection
I	Tenofovir 300mg+ Lamivudine 300mg+ Dolutegravir 50mg (TLD)	No. of Tablets	126,86,08,290	02 (Two) Years from the date of award of contract	1st Lot – Pre-Dispatch Inspection 2 <sup>nd</sup> , 3 <sup>rd</sup> & 4 <sup>th</sup> Lot – Inspection at Delivery Stages	At CMSS warehouses across India	DDP (Destination basis).	360 Tablets/ Batch
II	Atazanavir 300mg+ Ritonavir 100mg	No. of Tablets	3,93,33,660			At CMSS warehouses across India	DDP (Destination basis).	180 Tablets/ Batch
III	Lopinavir 100mg + Ritonavir 25mg	No. of Tablets	2,62,09,320			At CMSS warehouses across India	DDP (Destination basis).	360 Tablets/ Batch
IV	Lopinavir 40mg + Ritonavir 10mg	No. of Capsule/ Sachet	3,68,880			At CMSS warehouses across India	DDP (Destination basis).	360 Tablets/ Batch

**B. Delivery Schedule: -**

1. The bidders are requested to confirm the delivery qty. of 12,68,60,829 tablets (Schedule I), 78,66,732 tablets (Schedule II), 52,41,864 tablets (Schedule III) and 73,776 Capsule/Sachets (Schedule IV) in every quarter i.e., within 90 days of receipt of purchase order.
2. Purchase Order against the Rate contract for a qty. of 25,37,21,658 tablets (Schedule I), 78,66,732 tablets (Schedule II), 52,41,864 tablets (Schedule III) and 73,776 Capsule/Sachets (Schedule IV) is likely to be placed immediately after issuance of Rate Contract with a delivery schedule of 90 days.
3. For supplies against subsequent Purchase order also, the bidder should deliver the qty. of 12,68,60,829 tablets (Schedule I), 78,66,732 tablets (Schedule II), 52,41,864 tablets (Schedule III) and 73,776 Capsule/Sachets (Schedule IV) in every quarter i.e., within 90 days.
4. The bidders shall comply with aforesaid delivery schedule failing which their offer shall be

summarily ignored.

5. TIA reserves the right to issue the purchase order as per the actual requirement of Programme division within RC period as per aforesaid delivery schedule.

### C. Delivery Locations:

The details of CMSS warehouses are given below: -

CMSS Warehouse & Mapped States			
Sr No	Warehouse Location	States/UT's covered by the Warehouse	Address
1	Agartala	Tripura	Near ONGC Complex, PO-Hapania , Agartala-799014
2	Ahmadabad	Gujarat	Opp. P&T Colony, Shahalam, Ahmedabad-380028
3	Bangalore	Karnataka	APMC Yard, Yeswanthpur, Bangalore - 560022
4	Bhopal	Madhya Pradesh	Chhola Road, Near Nishatpura Cabin, Bhopal, M.P.
5	Chandigarh	Chandigarh	Central Medical Services Society Godown no. B014/3433, Near Vivekanand School, Godown area, Village Bhabat, Thana-Zirakpur, Dist: SAS Nagar-140603(Punjab)
		Punjab	
		Haryana	
		Himanchal Pradesh	
		Jammu & Kashmir,	
		Leh Ladakh	
6	Chennai	Uttarakhand	Chitalapakkam(P.O), Chennai - 600064, T.N.
		Tamil Nadu	
		Pondicherry	
7	Jajpur	Andaman & Nicobar Islands	Dhawalgiri, Post-Jajpur Road, Dist-Jajpur, Odisha
		Odisha	
		Delhi	
8	Delhi	Delhi	Ware Housing Scheme Block No 2., Kirti Nagar, New Delhi-110015.
		Assam	
		Arunachal Pradesh	
		Meghalaya	
		Nagaland	
		Sikkim	
9	Guwahati	Manipur	EPIP Complex, Amingaon, Guwahati-781031
		Mizoram	
10	Hyderabad	Telangana	Behind Gandhibhavan, Nampally, Hyderabad-500001
		Andhra Pradesh	
11	Jaipur	Rajasthan	Plot no SPL-1296, EPIP Sitapura, Ind Area, Jaipur-302002
12	Kolkata	West Bengal	Rehabilitation Industries Corporation Estate, Bonhooghly, Kolkatta - 700 108
13	Lucknow	Uttar Pradesh	New Mandi Complex, Sitapur Road Lucknow-226020
14	Navi Mumbai	Maharastra	Sector-20 Near APMC Fruit Market, VashiNavi Mumbai-400613
		Goa	
		Dadra and Nagar Haveli	
		Daman and Diu	

CMSS Warehouse & Mapped States			
Sr No	Warehouse Location	States/UT's covered by the Warehouse	Address
15	Patna	Bihar	Bazar Sammittee , Katra Bazar, Patna city-800008
16	Raipur	Chattisgarh	Rawabhata , Raipur -493221
17	Ranchi	Jharkhand	Po-Hehal , Ratu Road , Dist-Ranchi-834005
18	Trivandrum	Kerala	Kinfra Apparel Park, Thumba, Palliphura(PO), Trivandrum-695586
		Lakshadweep	

**CMSS reserve to right the change the consignee at any time if required.**

**REVISED Form 3: Technical Specifications and Quality Assurance – Compliance & Deviation**

(Ref ITB-clause 9.2, Schedule VI: Technical Specifications and Quality Assurance)

(To be submitted as part of Technical bid)

(on Company Letter-head)

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

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

[Address and Contact Details]

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

*Note to Bidders: Highlight in this form deviations, if any, from Section VI: Technical Specifications and Quality Assurance, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Technical specification as per tender	Comply (Yes/No)

Note: - (i). Long (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life. However, For the drugs recently introduced drugs in the county (introduced in the last two years), the requirement for Long Term (Real Time) Stability Data of the quoted product in specified packing for at least for 3 batches, to support shelf life shall be waived off. Point no (iii) shall be applicable.

(ii). Only for the drugs introduced in Indian Pharmacopoeia in the recent past (last 2yrs), Long Term (Real Time) Stability Data for previously approved Pharmacopoeia or In-house Standards shall be accepted, as the case may be.

(iii). Accelerated Stability data for a period of 6 months in specified packing for at least 3 batches and available long term (Real Time) stability data as available for the quoted product shall be submitted.

(iv). Certificate of Analysis of one batch of the quoted product should be submitted.

We shall comply with, abide by, and accept without variation, deviation, or reservation all Technical Specifications, Quality Assurance and Warranty requirements in the Tender Document, except those mentioned below.

- a) .....
- b) .....

We understand that if contrary terms and conditions are mentioned elsewhere in our bid, same shall not be recognized and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

**Note: - Apart from above, all other terms & conditions of tender document will remain unchanged.**

**GM (Procurement)**

### ANNEXURE-3

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

Sr. No.	Bidder's Representation	Bidder's Name	Response
1.	Lot wise Quantity mentioned for Sch I & III does not match the total quantity stated in the tender document.	M/s Aurobindo Pharma Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
2.	"B" Delivery Schedule is incomplete & confusing. Hence, kindly clarify Tranche-wise & Schedule-wise quantity with supply days in "Delivery Schedule".	M/s Centurion Laboratories Pvt Ltd.	
3.	We would like to request further clarity on the following points: 1. Frequency and quantity of subsequent release of purchase order for schedule I referred in clause 13.1.3 2. First Order quantity referred in clause 13.1.3 for Schedule IV is less than the batch size, we request you to kindly look in to the same	M/s Cipla Ltd	
4.	Is there a rate contract or a quantity assurance that the procurement agency will obtain the whole amount within a year and a half?	M/s Aurobindo Pharma Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
5.	TLD purchase order to be placed against the Rate Contracts shall be distributed amongst parallel Rate Contract holders i.e. LI/ L2 bidders in the ratio of 70:30 respectively subject to the condition that 25% Quantity shall be allocated to MSE Rate Contract holders and 50% to Class I local suppliers. Need Clarification?	M/s Aurobindo Pharma Ltd	Kindly refer Schedule III of tender document.
6.	Is Art work required to be attached along with other tender document as earlier?	M/s Aurobindo Pharma Ltd	Yes, draft artwork will be submitted in their technical bid. Legible artwork is attached herewith.
7.	Art work attached in the tender document is not readable. Request you to please provide the art work again.	M/s Aurobindo Pharma Ltd	
8.	As per Tender specifications of the Product mentioned that " <i>It is desirable to include 2 D QR code at secondary level packing</i> ".  Please clarify what are the details to be printed in 2D QR coding.	M/s Aurobindo Pharma Ltd	<b>Clarified as: -</b>  Following information is required in 2D QR coding:  Mfg. Lic. No. Lot No. GTIN No., Batch no. Mfg. date, Exp. Date Serial Number
9.	Please clarify that the TLD products are with carton or without carton:- (i) If product is without carton then leaflet will be placed on the top of the Bottle and 2D code will be printed on the Label. (ii) If the product is with carton then 2D code will be printed on top of the Carton.		<b>Clarified as: -</b>  Both options mentioned below are acceptable to programme division.  i. If product is without carton, then leaflet will be placed on the top of the Bottle and 2D code will be printed on the Label.

			ii. If the product is with carton, then 2D code will be printed on top of the Carton and leaflet to be placed inside the carton
10.	<b>QR code PIL instead of physical PIL</b> It is suggested that contents of patient information leaflet can be captured/provided in a QR code which will appear on the bottle label. We request to kindly allow manufacturers this option to reduce cost.	M/s Emcure Pharmaceuticals Ltd	<b>Clarified as: -</b>  Physical Patient Information Leaflet copy is required.
11.	As per specification Tab. Tenofovir 300 mg + Lamivudine 300 mg + Dolutegravir 50 mg is required in a packing of bottle containing 30 tabs. Please note that globally this product is supplied in and bottle of 90 tabs. It is requested that kindly consider packing of 90 tabs in bottle for this product.	M/s Mylan Laboratories Ltd.	<b>Clarified as: -</b>  As per the technical specification.
12.	If in case fungus/termites develops within 15 days of delivery at specified locations, suppliers at their own cost would lift the entire batch from various locations and supply fresh replaced batches. For LD purposes the date of receipt of replaced batches would count.  We request you to only entire quantity of damage bottle should be replaced by supplier their own cost, not the total Batch quantity from different location. Please amend the same. This may happen during Pandemic & lockdown Time.	M/s Aurobindo Pharma Ltd	No changes.
13.	We request you to please take LD as on minimum basis.	M/s Aurobindo Pharma Ltd	No changes.
14.	From 2½ % to 0.5 %.  <b>Reasons: - As per provision of GFR and Manual of Procurement and Guidelines of MoF (DoE).</b>	M/s J Duncan Healthcare Ltd.	
15.	Request you to please allow the local content certificate from Cost Auditors of the company (in case of company)	M/s Aurobindo Pharma Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
	Please confirm that companies having turnover more than 10 crores can give local content certificate from company cost auditor.	M/s Mylan Laboratories Ltd	
16.	For Sch. I: Long Term Stability Data may be provided in IH/any other previously approved pharmacopeia for at least for 3 batches, to support shelf life.  We will offer Stability data as in-house for TLD.	M/s Aurobindo Pharma Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
17.	Shelf life mentioned is 24 months. Please confirm if 36 months shelf life is ok or not.	M/s Aurobindo Pharma Ltd	36 months shelf life is acceptable by programme division.
18.	Please explain about PAC certificate. If any format please may provide.	M/s Aurobindo Pharma Ltd	PAC certificate will not be applicable for this tender.
19.	Please give the clarity on Non-Conviction Certificate. State DCA will issue certificate after the expiry of previous year document.	M/s Aurobindo Pharma Ltd	No changes.
20.	Request you to please extend the date of submission of tender document minimum 10 days.	M/s Aurobindo Pharma Ltd	Kindly refer Annexure-1 of this Corrigendum-2.
21.	Please extend tender as whole tender documents are revised by CMSS.	M/s Centurion Laboratories Pvt Ltd.	



22.	We wish to request you for 15 days extension in the due date considering the extensive bid documentation preparation.	M/s Cipla Ltd	
23.	<b>Extension of closing date</b> It has been observed that certain formats have been modified and new certificates have to be obtained in order to comply with the Tender terms and conditions. Hence, it is requested to extend the closing date to 1 month from the circulation of MoM of pre-bid meeting which should ideally be 30th June 2023.	M/s Emcure Pharmaceuticals Ltd	
24.	Last date and time for online bid submission; 16.06.2023 at 03:00 PM	M/s J Duncan Healthcare Ltd	
25.	Please note that tender due date is 06/06/2023. As the tender terms and conditions formats are completed changed also in between there are 5 statutory holidays are there so time left to collect all the documents and prepare the tender is too less. It is requested that the tender submission date may please be extended at least further for 15 days.	M/s Mylan Laboratories Ltd	
26.	Please ensure that payments should be cleared within 60 days from the date of submission of invoices. Currently payments are invariably delayed by Tender Authority.	M/s Aurobindo Pharma Ltd	As per tender terms & conditions.
27.	We are very much interested to participate in the subject tender and are successful past suppliers of ARV drugs. We have gone through the subject tender and noted that the quantity of schedule no. I – Tenofovir 300mg+Lamivudine300mg + Dolutegravir 50mg i.e. 126,86,08,290 tablets are very huge and no one can fulfil the requirements individually. You are requested to kindly split it into a minimum 4 schedule so that you may get more bids and better prices. This will also help for smooth execution of the programme.	M/s Bharat Parenterals Ltd	No changes.
28.	Clause no. 7.1 (b), If contractor stipulates inspection at consignee place, delivery considered after QC report at consignee place also for non-PDI also, clarify.	M/s Centurion Laboratories Pvt Ltd.	No changes.
29.	For PDI, order, Dt. Of delivery should be considered from Dt. Of offered PDI or within week of PDI offered and same for inspection at consignee place or increase delivery period to 120 days from LOA or PO except Sch. III.	M/s Centurion Laboratories Pvt Ltd.	No changes.
30.	<b>Change of Tender Type from Rate Contract basis to Conventional basis</b> ARV product requires specialised dedicated facility as this is a high gross rate tablet. Each awardee will require quantity confirmation for the entire duration to commence procurement of KSMs and other preparatory work for manufacturing. Hence, the request to revert to direct contract with supplies in tranches. Delivery date for Tranche IV can be deferred on a need basis.	M/s Emcure Pharmaceuticals Ltd	No changes.
31.	<b>TLD volume projection</b> During the meeting, it was clarified by NACO that tender quantity for TLD is for 2 years supply and not for 18 months. Hence, we request CMSS to issue a corrigendum in this regard.	M/s Emcure Pharmaceuticals Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
32.	<b>Delivery schedule to be extended to 120 days</b> It is requested that delivery schedule for all tranches to be increased to 120 days from the present timeline of 90 days.	M/s Emcure Pharmaceuticals Ltd	No changes.
33.	<b>Request for the deletion of 60 tabs pack to offer level playing field to all suppliers</b> The Schedule II product is available universally in 30 tablets pack. It has been observed that manufacturer with a 60 tabs pack has a inbuilt price advantage and considering Schedule II to be awarded to only 1 manufacturer, this amounts to undue advantage to the specific and	M/s Emcure Pharmaceuticals Ltd	No changes.

	only manufacturer offering 60 tabs packing.		
34.	<b>Need a comprehensive list of consignees with quantities mentioned for each Schedule</b> We request CMSS to amend the provisions, thereby allowing each prospective awardee to have a comprehensive list of consignees with quantities mentioned for each Schedule. This will enable calculation of freight charges for each destination.	M/s Emcure Pharmaceuticals Ltd	Kindly refer Revised Section V Schedule of Requirements.
35.	<b>25% volume allocation to MSEs</b> It is likely that some MSEs may have graduated to a higher category, i.e., to medium category thereby, making them ineligible to avail benefits described to SMEs in this tender. We submit that CMSS should verify the present MSEs status as on the closing date of this Tender from MSME website and not rely on legacy certificates.	M/s Emcure Pharmaceuticals Ltd	No changes.
36.	At pre dispatch stage it is mentioned that the quantities of the samples are to be borne by supplier.  Kindly inform the quantity of samples to be drawn per batch schedule wise to assess the impact of sampling cost.	M/s Mylan Laboratories Ltd	Kindly refer Revised Section V Schedule of Requirements
37.	<b>Sampling quantity to be defined</b> Considering the huge quantity to be procured under this Tender, we request that sampling quantity to be defined to commensurate with the requirements of the testing.	M/s Emcure Pharmaceuticals Ltd	
38.	<b>Allow Form 1.3 &amp; Form 4.2 to be signed by Cost Auditors</b> Under Forms 1.3 & Form 4.2, it has been mentioned that these Forms need to be signed by a Statutory Auditor of the company. However, we request you to kindly issue a corrigendum to allow these Forms to be duly signed by a Cost Auditor.	M/s Emcure Pharmaceuticals Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
39.	<b>GST changes</b> GST changes (increase/decrease) will be to buyers account if the delivery is completed within the delivery schedule. In case the delivery is delayed, the GST increase will have to borne by the manufacturers and if GST decreases beyond the delivery schedule, it has to applied on the CMSS invoice.	M/s Emcure Pharmaceuticals Ltd	No changes.
40.	<b>Deletion of Fall Clause</b> Manual for Procurement of Goods, 2017 in Para 8.1.14 of Chapter-8 provides for exemption of Fall Clause. The provision of Fall Clause does not apply on the sale of drugs which have an expiry date and this has been re-confirmed by an Office Memorandum issued by Department of Pharmaceuticals (DoP) dtd. 12.11.2020.	M/s Emcure Pharmaceuticals Ltd	No changes.
41.	<b>Clarification regarding Para 10.3 of the Tender Document</b> Point 3 of Para 10.3.1 states that only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him. Electronically/digital signature is not mandatory for uploading of bids. Hence, we request CMSS to amend this Para allowing manufacturers to upload one bid which is physically/manually signed, containing all documents.	M/s Emcure Pharmaceuticals Ltd	No changes.
42.	Section II ITB Clause 10.3.1 Submission /Uploading to the portal It is mentioned that " <i>only one copy of the bid can be uploaded, and bidder shall digitally sign all the statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/authenticity as per provisions of the IT Act 2000 as amended from time to time.</i>  Please confirm that manually stamped, signed by authorized signatory, scanned and uploaded on the portal are admissible.	M/s Mylan Laboratories Ltd	No changes.

43.	<p>ITB Clause 8. c, amended as; Pre-bid meeting date, time and Venue; 26.05.2023 at 11.00 AM on Zoom, Please provide virtual link. OR 29.05.2023 at 11.00 AM at CMSS, Conference Hall, New Delhi</p>	M/s J Duncan Healthcare Ltd	No changes.
44.	<p><b>Qualification Criteria Section IV synchronized with clause.</b></p> <p><b>As per tender provision max. 50 % qty. would be allocated to L1 bidder.</b> <b>Therefore, the qualification criteria also set for max. 50 % qty.</b></p> <p><b>Section IV-g-</b> The tenderer must have supplied at least <b>10% of tentative quantity i.e. more than 10 Crore tablets (20 % of the Max. allocation qty. i.e 50 %)</b> indicated in “Section V- Schedule of Requirements” of the same or similar item during the last three financial years. In support of above, the tenderer shall submit details of past purchase orders executed by them in the proforma annexed at AnnexureSection IX Form 4.1 The details shall be duly certified by the practicing Chartered Accountant. The certifying Chartered Accountant must indicate the details along with its UDIN. The copies of purchase orders and e-way bills (maximum 05 for each Purchase Order – the ones pertaining to for large consignments) shall be submitted as documentary evidence in support of having executed the Purchase Orders indicated in Performance Statement.</p> <p>Note: Similar item means quoted/any ARV Drug</p> <p><b>Section IV-h-</b> The tenderer must have annual production capacity at least 1.5 times <b>of the of the Max. allocation qty. i.e. 50 %) or equivalent to tentative qty.</b> Annual capacity certificate, issued by the licensing authority, must be submitted along with the bid.</p>	M/s J Duncan Healthcare Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
45.	<p>The tenderer must have supplied at least <b>10% of tentative quantity i.e. more than 10 Crore tablets (20 % of the Max. allocation qty. i.e. 50 %)</b> indicated in “Section V- Schedule of Requirements” of the same or similar item during the last three financial years. In support of above, the tenderer shall submit details of past purchase orders executed by them in the proforma annexed at AnnexureSection IX Form 4.1 The details shall be duly certified by the practicing Chartered Accountant. The certifying Chartered Accountant must indicate the details along with its UDIN. The copies of purchase orders and e-way bills (maximum 05 for each Purchase Order – the ones pertaining to for large consignments) shall be submitted as documentary evidence in support of having executed the Purchase Orders indicated in Performance Statement.</p> <p>Note: Similar item means quoted/any ARV Drug.</p>	M/s J Duncan Healthcare Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
46.	<p>The tenderer must have annual production capacity at least 1.5 times <b>the of the Max. allocation qty. i.e. 50 %) or equivalent to tentative qty.</b> Annual capacity certificate, issued by the licensing authority, must be submitted along with the bid.</p>	M/s J Duncan Healthcare Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
47.	<p>Delivery Schedule-</p> <p>For Sch. I - 150 days,</p>	M/s J Duncan Healthcare Ltd	No changes.

	For Sch. II to IV- 120 days.																							
	You are requested to kindly consider placing orders for the total quantity awarded to the bidder with staggered delivery period at the time of award. This will help suppliers to manufacture and execute the supplies smoothly on time. or maybe the delivery period of each supply order is increased to 120 days from the date of issue of supply order.	M/s Mylan Laboratories Ltd	No changes.																					
48.	<p>Tender tentative qty’s likely to be procured given in <b>point A</b> of the list of products is not matching the qty given in <b>point B</b> of delivery schedule qty.</p> <p>Please clarify which qty to be considered for tender participation. Find below the table for Schedule-I qty’s as example.</p> <table><tr><th>Sch No</th><th>Remarks</th><th>Quantity in Tab</th></tr><tr><td>I</td><td>Tener book tentative qty 100%</td><td><u>1268608290</u></td></tr><tr><td></td><td></td><td></td></tr><tr><td>I</td><td>Given Delivery schedule qty -I</td><td>311915646</td></tr><tr><td>I</td><td>Given Delivery schedule qty -II</td><td>155957823</td></tr><tr><td>I</td><td>Given Delivery schedule qty -III</td><td>155957823</td></tr><tr><td></td><td>The sum of I &amp; II &amp; III qty</td><td>623831292</td></tr></table>	Sch No	Remarks	Quantity in Tab	I	Tener book tentative qty 100%	<u>1268608290</u>				I	Given Delivery schedule qty -I	311915646	I	Given Delivery schedule qty -II	155957823	I	Given Delivery schedule qty -III	155957823		The sum of I & II & III qty	623831292	M/s Mylan Laboratories Ltd	Kindly refer Annexure-2 of this Corrigendum-2.
Sch No	Remarks	Quantity in Tab																						
I	Tener book tentative qty 100%	<u>1268608290</u>																						
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I	Given Delivery schedule qty -II	155957823																						
I	Given Delivery schedule qty -III	155957823																						
	The sum of I & II & III qty	623831292																						
49.	Schedule I: Tab. Tenofovir 300 mg + Lamivudine 300 mg + Dolutegravir 50 mg is under patent and supplied under agreement from the patent holder. So, this product is to be procured from the patent medicine pool suppliers. please confirm.	M/s Mylan Laboratories Ltd	Kindly refer Annexure-2 of this Corrigendum-2.																					
50.	Is it mandatory to have a unique GeM Seller ID for tender participation?	M/s Mylan Laboratories Ltd	Yes, as per tender terms & conditions.																					
51.	Please clarify whether tendered ARV products can be supplied without outer cartons or not. If yes, we would like to supply configuration PKI with a pad/book consisting of 1:10 per bottle or 1 :1 per bottle.	M/s Mylan Laboratories Ltd	ARV drugs can be supplied without outer carton. However, PKI with pad/book is required in the ratio of 1:10.																					
52.	<p>Section II ITB Clause 5.2.2 Bidder "shall submit bid for 100% of the scheduled quantity, unless otherwise defined in the bid data sheet".</p> <p>In the Bid data sheet, it is mentioned that " <i>As the present tender enquiry is for conclusion of rate contract, the stipulations made in ITB 5.2.2 shall not apply. Instead, bidders are required to offer the quoted items as per delivery schedule indicated in the schedule of requirements for all the purchase orders placed during the currency of the rate contract. Bids, not conforming to the delivery schedule, shall be summarily ignore</i>"</p> <p>Please clarify for how much minimum quantity a bidder can submit its bid.</p>	M/s Mylan Laboratories Ltd	Kindly refer Schedule III, Bid Data Sheet.																					

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

**Annexure 2: Artwork for ARV drugs under NACP**

- Name of the drug: The proper name of the drug shall be printed or written in a more conspicuous manner than the trade name, if any, which shall be shown immediately after or under the proper name.
- For drugs included in the Indian Pharmacopoeia or the official pharmacopoeias and official compendia of drug standards prescribed in Rule 124, the name or synonym specified in the respective official pharmacopoeias and official compendia of drug standards followed by the letters 'I.P.', or, as the case may be, by the recognized abbreviations of the respective official pharmacopoeias and official compendia of drug standards.
- A correct statement of the net content in terms of weight, measure, volume, number of units of contents, number of units of activity, as the case may be, and the weight, measure and volume shall be expressed in Metric system.
- Content of active ingredients: This shall be expressed as follows:
  - a) For oral liquid preparations in terms of the content per single dose, being indicated in 5 millilitres, provided that where the dose is below 5 millilitres the contents of active ingredients may be expressed in terms of 1 millilitre; or fraction thereof. Provided further that where the single dose is more than 5 millilitres, the content of active ingredients shall be expressed in terms of minimum single dose as approved by the licensing authority.
  - b) For tablets, capsules, pills and the like, in terms of the content in each tablet, capsule, pill or other unit, as the case may be;
  - c) For other preparations, in terms of percentage by weight or volume or in terms of unit per gram or millilitre, as the case may be:
  - d) For tablets, capsules, pills and the like, in terms of the content in each tablet, capsule, pill or other unit, as the case may be.
- The name of the manufacturer and the address of the premises of the manufacturer where the drug has been manufactured:
- Every drug manufactured in India shall bear on its label the number of the licence under which the drug is manufactured, the figure representing the manufacturing

licence number being preceded by the words "Manufacturing Licence Number" or "Mfg. Lic. No. or "M.L."

- If it contains a drug substance specified in Schedule H, be labeled with symbol Rx and conspicuously displayed on the left top corner of the label and shall also be labeled with the following words in legible black colored font size in completely red rectangular box:

**SCHEDULE H PRESCRIPTION DRUG – CAUTION** Not to be sold by retail without the prescription of a Registered Medical Practitioner.

- All drugs to mention – "Government of India Supply under the NACP – Not for Sale" on both primary and secondary packaging.

Symbol on top left corner      Label Size 80 X 30      Mandatory information

<p>60 Tablets</p> <p><b>Name of the drug</b></p> <p><b>Strength</b></p> <p><b>SCHEDULE H PRESCRIPTION DRUG. CAUTION:</b> Not to be sold by retail without the prescription of a Registered Medical Practitioner.</p> <p><b>GOVERNMENT OF INDIA SUPPLY UNDER NACP. NOT FOR SALE.</b></p>	<p>60 Tablets</p> <p>Project: NACP</p> <p>CMSS IFB No.:</p> <p>Country of origin: India</p> <p>Supplier's Name:</p>	<p>Mfg. Lic. No.: G/1269</p> <p>Batch No.:      Batch Coding Area: 18.5 X 9.5mm</p> <p>Mfg. Date:      Exp. Date:</p> <p>Address: XYZ....</p>
	<p>Warning in black coloured font in red box</p>	
	<p>Mandatory barcoding as per guidelines</p>	
	<p>All drugs to mention in red on both primary and secondary packaging</p>	