



# CENTRAL MEDICAL SERVICES SOCIETY

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

2<sup>nd</sup> Floor, Vishwa Yuvak Kendra, Teen Murti Marg,

Chanakyapuri, New Delhi-110021.

Website: www.cmss.gov.in, Tel. 011-21410905/6

Dated: 11-09-2025

## AMENDMENT NO.01

**Subject:** - Rate Contract (RC) tender for procurement & supply of 4 nos. of ARV drugs namely, Darunavir 600mg, Ritonavir 100mg, Dolutegravir 10mg and Tenofovir 300mg + Lamivudine 300mg (TL)

**Tender Ref. no.:** - CMSS/PROC/2025-26/NACO/023 (CPP ID- 2025\_CMSS\_874496\_1) Dt.23-08.2025

**Pre-bid meeting held on 29-08-2025 at 11:00 AM (IST)**

- 1) Points raised by the representative of prospective bidders were discussed. After due consideration of the received queries, the clarifications/ amendments are enclosed herewith.
- 2) Further, The **IMPORTANT TIMELINES** for the above referred tender have further been extended/amended as follows:

Particulars	Existing	Amended As
Last date and time for online bid submission	17-09-2025 till 03:00 PM	<b>22-09-2025 till 03:00 PM</b>
Last date and time for submission of original documents	18-09-2025 till 03:00 PM	<b>23-09-2025 till 03:00 PM</b>
Date and time for tender opening (technical bid)	18-09-2025 at 04:00 PM	<b>23-09-2025 at 04:00 PM</b>

**Note:-** Apart from above, all other terms and conditions of bid document shall remain unchanged.

Sd/-  
GM (Procurement)

Tender for:- Rate Contract for procurement & supply of 4 nos. of ARV drugs namely, Darunavir 600mg, Ritonavir 100mg, Dolutegravir 10mg and Tenofovir 300mg + Lamivudine 300mg (TL) Tender No.:- CMSS/PROC/2025-26/NACO/023, Dt.23-08-2025 Pre-bid meeting held on:- 29-08-2025 @ 11:00 AM				
Sr. No.	Clause and Pg. No. as per Tender document	Tender Brief Descriptions	Bidder's Query / Suggestion / Proposed modification	Clarification(s)/ Amendment(s)
1	Section IV – Qualification Criteria: Clause b; Manufacturing License (Pg # 58)	<p>Tenderer must submit own manufacturing license in the indicated pharmacopeia (as indicated in technical specification) valid on the date of tender opening (technical bid). If the tendered drug is in Indian Pharmacopoeia (IP), then the manufacturing license has to be submitted in IP only.</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><b>Bidder is requested to submit an undertaking that the drug is not available in IP or any other approved pharmacopeia.</b></p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. License certificate should be for the same manufacturing premises from which quoted goods have been offered for supply.</li> <li>2. Loan license, Contract manufacturing license etc. shall not be considered.</li> <li>3. License for export of goods shall not be considered.</li> </ol>	For SCH III Dolutegravir 10 mg is under patent and supplied under agreement from the patent holder. So, this product is to be procured from the approved medicine pool suppliers only. We request CMSS to consider only MPP-sublicensed manufacturers' participation in this tender.	No change.
2	Section VI – Technical Specification and Quality Assurance: Annexure- 3 & 4 approved technical specification and Annexure-7 (Table 1 & 2) approved packaging (Pg # 69 to 74)	<p>Section VI – Technical Specification and Quality Assurance: Annexure- 3 &amp; 4 approved technical specification and Annexure-7 (Table 1 &amp; 2) approved packaging (Pg # 69 to 74)</p> <p><b>Bidder is requested to submit an undertaking that the drug is not available in IP or any other approved pharmacopeia.</b></p> <p>Note:</p> <ol style="list-style-type: none"> <li>1. License certificate should be for the same manufacturing premises from which quoted goods have been offered for supply.</li> <li>2. Loan license, Contract manufacturing license etc. shall not be considered.</li> <li>3. License for export of goods shall not be considered.</li> </ol>	<p>For SCH III, IV &amp; V :- (Annexure-7, Table I &amp; 2)</p> <p>We request you to allow us to supply Dolutegravir 10mg DT (DTG) &amp; Tenofovir 300mg + Lamivudine 300mg (TL) without outer carton and 1:10 ratio of leaflet to be placed in per Shipper.</p> <p>For Schedule- III &amp; IV:</p> <p>We request you to accept Sch III &amp; IV - without outer carton and 1:10 ratio of leaflet to be placed in a Shipper.</p> <p>For Schedule- III &amp; IV:</p> <p>We request you to accept Sch III &amp; IV - Dolutegravir 10mg DT with both pack 30's &amp; 90's.</p> <p>For Schedule- I, II, III, IV, V</p> <p>Request CMSS to keep the consignee wise qty in multiple of pack size to avoid discrepancies at the time of supplies.</p>	<p>In view of the critical stock situation of <b>Schedule III, IV &amp; V</b>, these ARV drugs can be provided without outer carton, leaflet to be placed on the top of the bottle in the ratio of 1:10 per bottle</p> <p>As per technical specification for ARV drugs</p> <p>Quantity is as per pack size</p>
3	Section VIII – Special Condition of Contract (Pg #138)	For all tranches, the goods supplied under the contract shall be subjected to Pre-Delivery Inspection at manufacturer's manufacturing premises before dispatch.	Refer to this, we hereby request you to make all the Tranches as NON PDI, so that we can dispatch the goods immediately once the batches are released and shall delivered the goods on time.	Conditional dispatch clearance shall be provided on case to case basis.

Sr. No.	Clause and Pg. No. as per Tender document	Tender Brief Descriptions	Bidder's Query / Suggestion / Proposed modification	Clarification(s)/ Amendment(s)																								
4	Section V – Schedule of Requirement – Clause (c) (Pg # 62 to 63)	<div>C. Detailed Quantities to be delivered as per above Lots:-</div> <table><thead><tr><th>SCHEDULE NO.</th><th>ITEM NAME</th><th>QUANTITY TO BE DELIVERED WITHIN 90 DAYS FROM THE DATE OF PURCHASE ORDER</th><th>UOM</th></tr></thead><tbody><tr><td>I</td><td>Danuvar 600mg (Regular Tender Schedule)</td><td>32,75,130</td><td>Tablets</td></tr><tr><td>II</td><td>Ritonavir 100mg (Regular Tender Schedule)</td><td>33,08,280</td><td></td></tr><tr><td>III</td><td>Dolutegravir 10mg (Regular Tender Schedule)</td><td>81,00,300</td><td></td></tr><tr><td>IV</td><td>Tenofovir 300mg + Lamivudine 300mg (TL) (Regular Tender Schedule)</td><td>6,26,640</td><td></td></tr><tr><td>V</td><td>Dolutegravir 10mg (Developmental Tender Schedule)</td><td>20,25,075</td><td></td></tr></tbody></table>	SCHEDULE NO.	ITEM NAME	QUANTITY TO BE DELIVERED WITHIN 90 DAYS FROM THE DATE OF PURCHASE ORDER	UOM	I	Danuvar 600mg (Regular Tender Schedule)	32,75,130	Tablets	II	Ritonavir 100mg (Regular Tender Schedule)	33,08,280		III	Dolutegravir 10mg (Regular Tender Schedule)	81,00,300		IV	Tenofovir 300mg + Lamivudine 300mg (TL) (Regular Tender Schedule)	6,26,640		V	Dolutegravir 10mg (Developmental Tender Schedule)	20,25,075		<p>1. Please confirm, delivery schedule for 100% tender qty. Only for partial quantity delivery schedule given in the tender.</p> <p>2. Each batch requires CMSS inspection and internal test results before dispatch, leading to potential supply delay. In view of this please extend delivery schedule for more 30 days.</p>	<p>Since this is a Rate Contract, the initial six-month requirement will be procured as indicated in the Tender Document. Subsequent Purchase Orders, along with their delivery schedules, will be issued based on the further requirements of the Programme Division.</p> <p>Conditional dispatch clearance shall be provided on case to case basis.</p>
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5	Section- VII - General Condition of Contract Clause 9.12 - LIQUIDATED DAMAGES (Page # 112)	<p>Subject to GCC clause 9.11, if the contractor fails to deliver any or all of the Goods or fails to perform the incidental Works/ Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as agreed liquidated damages, but not as a penalty, a sum equivalent to the ½ % (half percent) of the delivered price (including elements of GST &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. <b>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).</b> Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.11-2(b) shall also apply.</p>	<p>Request you to remove this clause altogether, considering once we accept the order, our intention is to deliver the goods on time so that we can even receive our payments in time.</p> <p>We are requesting to remove the LD charges as in the manufacturing process there are several uncertainties, like availability or readiness of API, excipients, packing materials, batch release or any other unforeseen challenges. Thus, the request not to penalize the manufactures due to these causes.</p> <p>Alternatively, reduce the penalty to 0.01%</p>	<p>No Change.</p>																								



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9	Section IV – Qualification Criteria – Clause h (Pg # 59)	The tenderer must have supplied at least the following quantity of the same or similar item during the last two financial years including the period of current F.Y. till the date of tender opening:	Refer to point kindly confirm the Minimum qty mentioned are in Tablets or packs.	The Minimum quantity mentioned are in <u>Tablets</u> .
10	General Query	Submission of Tender document along with Prebid response with sign & stamp	<p>We request you to confirm do we have to submit Tender booklet along with Prebid response and corrigendum's with sign &amp; stamp submitting the bid ?</p> <p>As due high file we have to compress the pdf file until its gets below 40MB limit to upload it on the portal. In many cases due to this compression of the PDF file, several pages are not legible, on which we keep on receiving queries during technical evaluation.</p>	<p>No Change. It is clarified that, in case the Technical Bid PDF exceeds the permissible size limit on the CPP Portal, the bidder may upload the bid in two parts, namely "Technical Bid Part 01 of 02" and "Technical Bid Part 02 of 02," as permitted under the Technical Bid cover for this tender.</p>

Note:- Above Clarifications/amendment will be part of the tender document.

Sd/-  
GM (Procurement-I/C)