

## CENTRAL MEDICAL SERVICES SOCIETY

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

2nd 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	22-09-2025 till 03:00 PM
Last date and time for submission of original documents	18-09-2025 till 03:00 PM	23-09-2025 till 03:00 PM
Date and time for tender opening (technical bid)	18-09-2025 at 04:00 PM	23-09-2025 at 04:00 PM

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

Sd/GM (Procurement)

# Page No.1 of 4

# Tender No.:- CMSS/PROC/2025-26/NACO/023, Dt.23-08-2025 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) 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)	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.  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. If a drug is not and Cosmetics Act 1940 and the Rules therein.  Bidder is requested to submit an undertaking that the drug is not available in IP or any other approved pharmacopeia.  Note:  1. License certificate should be for the same manufacturing premises from which quoted goods have been offered for supply.  2. Loan license, Contract manufacturing license etc. shall not be considered.  3. License for export of goods shall not be considered.	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.
7	Section VI – Technical Specification and Quality Assurance: Annexure- 3 & 4 - approved technical specification and Annexure-7- approved packaging (Pg # 69 to	Section VI — Technical Specification and Quality Assurance: Annexure-3 specification and Annexure-7 (Table 1 & 2) approved packaging (Pg # 69 to	8. 4 approved technical For SCH III, IV & V :- (Annexure-7, Table 1 & 2)  We request you to allow us to supply Dolutegravir 10mg DT (DTG) & III, IV & V, these ARV drugs can be provided Tenofovir 300mg + Lamivudine 300mg (TL) without outer carton and 1:10 without outer carton, leaflet to be placed on the ratio of leaflet to be placed in per Shipper.  For Schedule- III & IV:  We request you to accept Sch III & IV - without outer carton and 1:10 ratio of leaflet to be placed in a Shipper.	In view of the critical stock situation of <b>Schedule</b> III, IV & V, 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
	ŧ	Quantity Tablet per Container:  Schedule-I (Darunavir 600mg) - pack size 30/60 Tablets  Schedule-II (Ritonavir 100mg) - pack size 30/60 Tablets  Schedule-III (Dolutegravir 10mg) - Pack Size 30 Tablets  Schedule-IV (Tenofovir 300mg + Lamivudine 300mg (TL)) - Pack Size 30 Tablets  Schedule-V (Dolutegravir 10mg) - Pack Size 30 Tablets	For Schedule-III & IV: We request you to accept Sch III & IV - Dolutegravir 10mg DT with both pack 30's & 90's. For Schedule-I, II, III, IV, V Request CMSS to keep the consignee wise qty in multiple of pack size to avoid discrepancies at the time of supplies.	As per technical specification for ARV drugs Quantity is as per pack size
m	Section VIII – Sepecial Condition of Contract (Pg #138)	For all tranches, the goods supplied under the contract shall be subjected to Pre-Delivery Refer to this, we hereby request you to make all the Tranches as NON PDI, Conditional dispatch clearance shall be provided Inspection at manufacturer's manufacturing premises before dispatch.  released and shall delivered the goods on time.	Refer to this, we hereby request you to make all the Tranches as NON PDI, Conditional dispatch so that we can dispatch the goods immediately once the batches are on case to case basis. 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	criptions			Bidder's Query / Suggestion / Proposed modification	Clarification(s)/ Amendment(s)
4	Section V – Schedule of Requirement – Clause (c) (Pg # 62 to 63)		C. Detailled Quantities to be delivered as per above Lots   SCHEDULE	I E A	8.280 6.640	Tablets	1. Plea quantify	<ol> <li>Please confirm, delivery schedule for 100% tender qty. Only for partial Since this is a Rate Contract, the initial six-month quantity delivery schedule given in the tender.</li> <li>Tender Document. Subsequent Purchase Orders, along with their delivery schedules, will be issued based on the further requirements of the Programme Division.</li> </ol>	artial 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.
'n	Section- VII - General Condition of Contract Clause 9.12 - LIQUIDATED DAMAGES (Page # 112)	Subject to GCC Procuring Entity Procuring Entity Sentity under the a penalty, a sum GST & freight) o be applied propresum equivalent applied proport damages. The mor incidental wo denial clause as I	Subject to GCC clause 9.11, if the contractor fails to deliver any or all perform the incidental Works/ Services within the time frame(s) incorpo Procuring Entity shall, without prejudice to other rights and remedies a Entity under the contract found the contract price, as agreed liquica a penalty, a sum equivalent to the % % (half percent) of the delivered pring ST & freight) of the delayed Goods and/ or incidental Works/ Services is be applied proportionately on per day basis for first four weeks of delay. Sum equivalent to 2.5% (two and half percent), instead of 0.5%, for eapplied proportionately on per day basis of delivered price shall be damages. The maximum deduction on account of LD shall not exceed 1 or incidental works/service contract price(s). Besides liquidated damagedenial clause as per GCC-clause 9.11-2(b) shall also apply.	nntractor fails to see within the tin lise to other right to the contract process. A (half percent) and/ or incident basis for first from a account of LD nrice(s). Besides (b) shall also app	o deliver any me frame(s) in me frame(s) in sights and reme rice, as agreed of the deliver all Works/ Sen our weeks of dead of 0.5%, ered price shall not exc. I ilquidated dangle.	Section-VII - General  Subject to GCC clause 9.11, if the contractor fails to deliver any or all of the Goods or fails to getwest year to potential delivery schedule for more 30 delivery schedule for more 30 perform the incidental Works/ Services within the time frame(s) incorporated in the contract, the dreat our intention is to a perform the incidental works/ Services within the time frame(s) incorporated in the contract, the dreat of order, our intention is to a perform 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 We are requesting to remo GST & freight) of the delayed Goods and/ or incidental Works/ Services for each week of delay to process there are several unce be applied proportionately on per day basis for first four weeks of delay. For subsequent delays, a exepients, packing materials sum equivalent to 2.5% (two and half percent), instead of 0.5%, for each week of delay to be challenges. Thus, the requesting to rincidental 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.		Subject to GCC clause 9.11, if the contractor fails to deliver any or all of the Goods or fails to protein the incidental Works/ Services within the time frame(s) incorporated in the contract, debut from the contract of educate price as agreed liquidated damages, but not as a penalty, a sum equivalent to the % (half percent) of the delivered damages, but not as a penalty, a sum equivalent to the % (half percent) of the delivered famages, but not as applied proportionately on per day basis for first four weeks of delay to process there are several uncertainties, like availability or readiness of API, the applied proportionately on per day basis of delivered price shall be deducted as liquidated these causes.  Subject to GCC clause 9.11.2(b) shall also apply.  2. Each batch in without projection and process within the time frame(s) incorporated in the contract, debut from the contract, debut 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 We are requesting to remove the LD charges as in the manufacturing one of the delivered price shall be deducted as liquidated these causes.  Sum equivalent to 2.5% (two and half percent), instead of 0.5%, for each week of delay to be challenges. Thus, the request not to penalize the manufactures due to delayed goods or incidental works/service contract price(s). Besides liquidated damages during such a delay to the delayed goods or incidental works/service contract price(s). Besides liquidated damages during such a delay to the delayed goods or incidental works/service contract price(s). Besides liquidated damages during such a delay to the delayed goods or incidental works/service contract price(s). Besides liquidated damages during such a delay to the delayed goods or incidental works/service contract price(s). Besides liquidated damages during such a delay to the delayed goods or incidental works/service contract price(s).	tend on case to case basis.  Ccept No Change.  even  uring API, sseen  Le to

Clause and Pg. No. as per Tender document	Section IV – Qualification Criteria Clause k (Pg # 61)	Section VIII: Special Conditions of Contract — Clause# GCC 8.7.5 (Page # 139)	Form 4.1: Proforma for Performance Statement: (Pg # 158)
Tender Brief Descriptions	Copies of the audited Annual reports including the Balance Sheet and Profit and Loss Account for Regarding Annual Audited documents, we request you to allow us to the last three years i.e. F.Y. 2021-22, 2022-23 and 2023-24 OR F.Y. 2022-23, 2023-24 & 2024-25 submit Annual Turnover Statement, Balance Sheet & Profit Loss account duly certified by a practicing Chartered Accountant, where ever applicable.  duly certified by a practicing Chartered Accountant, where ever applicable.  audited balance sheet copies for 3 years are, approximately 500 pages (Total), due to which we have to compress the pdf file until its gets below 40MB limit to uploaded 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.  Alternatively, we request you to increase the total limit to upload the documents on the portal.	The contractor shall ensure that at least 5/6th of shelf-life remains balance on delivery date.	Total   PROFORMATOR PERFORMANCE STATEMENT
Bidder's Query / Suggestion / Proposed modification Clarific. Amend	Copies of the audited Annual reports including the Balance Sheet and Profit and Loss Account for Regarding Annual Audited documents, we request you to allow us to Accepted, the bidder may submit and an and 2023-24 & 2022-23, 2022-23, 2023-24 & 2022-23, 2023-24 & 2022-23, 2	Please refer to this condition, instead of 5/6th (83%), we ask that the No change consignee be given a minimum of 75% shelf life at the time of delivery  We manufacture the goods in lots at once, and it takes time for those batches to be released, followed by PDI and further dispatches post CMSS's clearance. Because of this drawn-out process, approximately one-fifth of the shelf life is lost.  We assure CMSS to dispatch the goods from fresh production only. However, as the goods are required in multiple tranches, in the cases of left over quantity due to batch size or batch yield from Tranche I that we plan to allocate in Tranche II, while waiting for remaining quantity of Tranche II to get produced, the RSL of these small quantities may get below 5/6th.  Hence the request to give provision for accepting 75% RSL of goods, on case to case basis.	Refer to this format, we request you to remove Unit price all inclusive & No Change. total value details, as those details are confidential, so we would not like to share the said details.
Clarification(s)/ Amendment(s)	Accepted, the bidder may submit audited Annual Turnover Statement, Balance sheet and Profit & Loss Account details. However, CMSS reserverights to seek submission of full audited Annual reports from any bidder at any stage during the evaluation process or at any time during the Contract period, as the case may be.		

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

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

Sd/-GM (Procurement-I/C)