

Ministry of Health & Family Welfare
Department of AIDS Control
National AIDS Control Organization

Through
RITES LIMITED
(Procurement Agent)
Materials System Management Division
RITES Bhawan, 2nd Floor, Right Wing
Plot No.1, Sector 29,
GURGAON, INDIA

Dated: 26th July, 2010

AMENDMENT No. 1

Third National HIV/AIDS Control Project (NACP-III)
International Competitive Bidding
IFB No.: RITES/MSM/NACP/03/2010, due for opening on 13.08.2010
for Procurement of HIV (ELISA), HBV (ELISA) & HCV (ELISA) Test Kits

The following amendments in the subject bid document are hereby authorized:-

Sl. No.	Reference	Existing	Modified
IFB:			
1.	Sl. 6 of IFB at (Page No.4)	Bidders can also download the bid document from RITES website " www.rites.com "	Bidders can also download the bid document from RITES website " www.rites.com " For downloaded bid document, no fee is required.
Section 1: ITB:			
2.	ITB clause 7.1(a)(A)(i)(e) of Bid Data Sheet Para 1 (Page No 39)	--that it has successfully completed at least two similar contract within the period of last five years (preceding two months before the date of bid opening) for supply of goods. Minimum value of completed contract for each schedule should be as per Appendix 'A' and that include comparable products.	--that it has successfully completed at least One similar contract within the period of last five years (preceding two months before the date of bid opening) for supply of goods. Minimum value of completed contract for each schedule should be as per Appendix 'A' and that include comparable products.
3.	ITB 16.2 (b) (i) and (c) (iii) (Page No.44)	Prices of goods offered shall be quoted as CIP final place of destination mentioned in the schedule of requirement.	ITB 16.2 (b) (i): Prices of goods offered shall be quoted as CIP final place of destination mentioned in the schedule of requirement. The purchaser is responsible for providing exemption letter for Custom/Import duties within seven working days on receipt of notification

Sl. No.	Reference	Existing	Modified
			<p>from supplier. The supplier shall notify the purchaser about the anticipated date of arrival of consignment(s) at least 15 days in advance. The supplier is responsible for custom clearance of goods and transporting the consignment(s) to final destinations as indicated in Schedule of Requirement (Section VI)</p> <p>ITB 16.2 (c) (iii) Prices of goods offered shall be quoted as CIP final place of destination mentioned in the schedule of requirement.</p>
Section V: Special Condition of Contract:			
4.	Section V, 9.1.(a) of SCC (Page No. 73)	<p>The related costs of the pre-shipment inspection for the first inspection of goods along with cost of samples taken shall be borne by the Purchaser. The cost of subsequent inspections and related costs, due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the technical specifications of the contract or not.</p> <p>The Supplier shall put up the goods for such inspection to the Purchaser's inspector 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.</p>	<p>The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. The goods consumed during tests will be on suppliers account. The cost of subsequent inspections and related costs, due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the technical specifications of the contract or not.</p> <p>The Supplier shall put up the goods for such inspection to the Purchaser's inspector 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.</p> <p><i>Note:- For the schedules to be financed by GFATM</i></p> <p><i>GFATM may randomly select the samples of finished pharmaceuticals products (FPP) procured under GFATM schedules to be tested for Quality Control (QC) purposes, prior to the delivery of these FPP by the manufacturer to the designated recipients. For further details, bidder may contact the website of the GFATM www.theglobalfund.org/en/</i></p>

Sl. No.	Reference	Existing	Modified
			procurement/pharmaceutical/?lang=en .
5.	Section V, SCC, Clause 23.3 (Page No 79)	Nil	Add the Following <i>Note:- For the schedules to be financed by GFATM</i> <i>GFATM have devised Code of Ethics for suppliers and sanction procedure. Complete guidelines in this regard are available on the GFATM's website. For further details, bidder may contact the website of the GFATM</i> www.theglobalfund.org/en/governance/ .
Section VI: Schedule of Requirements			
6.	Section VI: Schedule of Requirements (Page No 83)	Existing Schedule of Requirements.	Modified Schedule of Requirements as in Annexure I
7.	Section VI, Schedule of Requirements, (Page No 83)	Terms of delivery: For Group 'A' 'B' & 'C' Bidders: CIP Final Destination at the consignee end (as per Schedule of Requirements)	Terms of delivery: For Group 'A' 'B' & 'C' Bidders: Final Destination at the consignee end (as per Schedule of Requirements)
8.	Section VI: Appendix A & Appendix B (Page No 90 & 91)	Existing Appendix A & Appendix B	Modified Appendix A & Appendix B as in Annexure I
Section VII: Technical Specification			
9.	Section VII Technical Specification, Part A: Schedule II: Hepatitis B Surface Antigen ELISA Kits, Sl. No. 3. (Page 97)	The test kit should detect all known sub-types.	The test kit should detect all known sub-types includes ayw1, ayw2, ayw3, ayw4, ayw5, ayr, adw2, adw4, adr and mutant strain..
10.	Section VII Technical Specification, Part A: Note: 1) (Page 94)	The supplier should supply 600 kits free of cost from each batch for random evaluation at the identified laboratories for pre-dispatch lot verification. Protocol of each batch is to be attached	The supplier should supply 600 tests x 2 sets free of cost from each batch for random evaluation at the identified laboratories for pre-dispatch lot verification. Protocol of each batch is to be attached
11.	Section VII Technical Specification, Part A: Section	Three sets of samples of required quantity of each item will be drawn at random from each batch by the Purchaser's inspector at the	Two sets of samples of required quantity of each item will be drawn at random from each batch by the Purchaser's inspector at the manufacturer's premises & sealed

Sl. No.	Reference	Existing	Modified
	III: Inspection & Tests: Sl. No. (a) (Page 99)	manufacturer's premises & sealed before dispatch.	before dispatch.
12.	Section VII Technical Specification, Part A: Section III: Inspection & Tests: Sl. No. (b) (Page 99)	One set of sealed sample will be sent to an independent laboratory selected by the purchaser for conducting the required test to confirm whether the samples conform to the prescribed specification. One set of sealed sample will be retained with the manufacturer as counter sample and another set will be retained by the inspector.	One set of sealed sample will be sent to an independent laboratory selected by the purchaser for conducting the required test to confirm whether the samples conform to the prescribed specification. Another set of sealed sample will be retained with the testing lab as counter sample till the shelf life.
13.	Section VII Technical Specification, Part A: Section III: Inspection & Tests: Sl. No. (c) (Page 99)	The sample retained with the manufacturer & Inspector will also be dispatched to the destination along with the supplies after the samples are certified to be in conformity with prescribed specification by the testing laboratory.	Deleted
Section VIII: Sample Forms:			
14.	Section VIII, Sample Forms, Form-8, Manufacturer Authorization, Para 2 (Page No 118)	We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.	We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

All other terms and conditions of the Bid Document shall remain unchanged.

ADDRESS FOR COMMUNICATION:

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SECTION VI**Schedule Of Requirements**

Schedule No.	DESCRIPTION	UNIT	FUNDING BODY	REQUIRED QUANTITY	BID SECURITY IN (INDIAN RUPEES)	BID SECURITY IN USD
I	HIV (ELISA)	Test kits	World Bank	4,259,106	720,000	16,000
II	HBV (ELISA)	Test kits		4,001,952	800,000	18,000
III	HCV (ELISA)	Test kits		4,000,032	850,000	19,000
				Total:	2,370,000	53,000

Note: The goods must be supplied duly packed and packing size shall be Ninety Six (96) wells per kit

Delivery Schedule & Consignee details: As indicated below

Terms of Delivery:

For Group A, B & C Bidder: Final Destination at the consignee end (as per Schedule of Requirements)

Consignee-Wise Quantity Distribution
SCHEDULE I: -HIV (ELISA) Test Kits

S. No	Consignee	Quantity in No. of Tests from the Notification of Award for Group 'A', 'B' & Group 'C' Bidders			
		1 st	2 nd	3 rd	4 th
		Within 45 days of NOA	Within 46 to 135 days of NOA	Within 136 to 225 days of NOA	Within 226 to 285 days of NOA
1	Gujarat	98728	98728	98728	98728
2	Maharashtra	139398	139398	139398	139398
3	Rajasthan	69433	69432	69432	69432
4	Dadra & Nagar Haveli	1397	1397	1397	1397
5	Daman & Diu	108	105	105	105
6	Goa	4206	4204	4204	4204
7	Chandigarh	19187	19184	19184	19184
8	Chhattisgarh	5358	5355	5355	5355
9	Delhi	20322	20322	20322	20322
10	Haryana	25563	25560	25560	25560
11	Himachal Pradesh	2515	2515	2515	2515
12	Jammu & Kashmir	6896	6896	6896	6896
13	Madhya Pradesh	12772	12772	12772	12772
14	Punjab	37341	37339	37339	37339
15	Uttar Pradesh	52803	52802	52802	52802
16	Uttarakhand	9812	9812	9812	9812
17	Arunachal Pradesh	1623	1620	1620	1620
18	Assam	24019	24016	24016	24016
19	Nagaland	1657	1656	1656	1656
20	Manipur	6159	6157	6157	6157
21	Meghalaya	2873	2873	2873	2873
22	Mizoram	4812	4812	4812	4812
23	Mumbai	1006	1006	1006	1006
24	Lakshadweep	141	140	140	140
25	Sikkim	975	975	975	975
26	Tripura	7137	7134	7134	7134
27	Andaman & Nicobar	726	726	726	726
28	West Bengal	142403	142402	142402	142402
29	Bihar	9516	9513	9513	9513
30	Orissa	46177	46176	46176	46176
31	Jharkhand	24213	24210	24210	24210
32	Andhra Pradesh	124123	124120	124120	124120
33	Karnataka	75754	75751	75751	75751
34	Kerala	25415	25415	25415	25415
35	Pondicherry	3672	3672	3672	3672
36	Tamil Nadu	56571	56570	56570	56570
	Total	1064811	1064765	1064765	1064765
	Grand Total	4,259,106			

SCHEDULE II: -HBV (ELISA) Kits

S. No	Consignee	Quantity in No. of Tests from the Notification of Award for Group 'A', 'B' & Group 'C' Bidders			
		1 st	2 nd	3 rd	4 th
		Within 45 days of NOA	Within 46 to 135 days of NOA	Within 136 to 225 days of NOA	Within 226 to 285 days of NOA
1	Gujarat	96000	96000	96000	96000
2	Maharashtra	134400	134400	134400	134400
3	Rajasthan	67200	67200	67200	67200
4	Dadra & Nagar Haveli	1344	1344	1344	1344
5	Goa	3840	3840	3840	3840
6	Chandigarh	12480	12480	12480	12480
7	Chhattisgarh	4320	4320	4320	4320
8	Delhi	21120	21120	21120	21120
9	Haryana	24000	24000	24000	24000
10	Himachal Pradesh	1440	1440	1440	1440
11	Jammu & Kashmir	5760	5760	5760	5760
12	Madhya Pradesh	14880	14880	14880	14880
13	Punjab	35520	35520	35520	35520
14	Uttar Pradesh	48000	48000	48000	48000
15	Uttarakhand	9096	9096	9096	9096
16	Arunachal Pradesh	720	720	720	720
17	Assam	21696	21696	21696	21696
18	Manipur	4800	4800	4800	4800
19	Meghalaya	2400	2400	2400	2400
20	Mizoram	3840	3840	3840	3840
21	Sikkim	576	576	576	576
22	Tripura	6720	6720	6720	6720
23	Andaman & Nicobar	480	480	480	480
24	West Bengal	139200	139200	139200	139200
25	Bihar	6240	6240	6240	6240
26	Orissa	43200	43200	43200	43200
27	Jharkhand	22080	22080	22080	22080
28	Andhra Pradesh	120000	120000	120000	120000
29	Karnataka	72000	72000	72000	72000
30	Kerala	24000	24000	24000	24000
31	Pondicherry	3120	3120	3120	3120
32	Tamil Nadu	50016	50016	50016	50016
	Total	1,000,488	1,000,488	1,000,488	1,000,488
	Grand Total	4,001,952			

SCHEDULE III: -HCV (ELISA) Kits

S. No	Consignee	Quantity in No. of Tests from the Notification of Award for Group 'A', 'B' & Group 'C' Bidders			
		1 st	2 nd	3 rd	4 th
		Within 45 days of NOA	Within 46 to 135 days of NOA	Within 136 to 225 days of NOA	Within 226 to 285 days of NOA
1	Gujarat	96000	96000	96000	96000
2	Maharashtra	134400	134400	134400	134400
3	Rajasthan	67200	67200	67200	67200
4	Dadra & Nagar Haveli	1344	1344	1344	1344
5	Goa	3840	3840	3840	3840
6	Chandigarh	18720	18720	18720	18720
7	Chhattisgarh	4320	4320	4320	4320
8	Delhi	19200	19200	19200	19200
9	Haryana	24000	24000	24000	24000
10	Himachal Pradesh	1440	1440	1440	1440
11	Jammu & Kashmir	5760	5760	5760	5760
12	Madhya Pradesh	10080	10080	10080	10080
13	Punjab	35520	35520	35520	35520
14	Uttar Pradesh	48000	48000	48000	48000
15	Uttarakhand	9096	9096	9096	9096
16	Arunachal Pradesh	720	720	720	720
17	Assam	21696	21696	21696	21696
18	Manipur	4800	4800	4800	4800
19	Meghalaya	2400	2400	2400	2400
20	Mizoram	3840	3840	3840	3840
21	Sikkim	576	576	576	576
22	Tripura	6720	6720	6720	6720
23	Andaman & Nicobar	480	480	480	480
24	West Bengal	139200	139200	139200	139200
25	Bihar	6240	6240	6240	6240
26	Orissa	43200	43200	43200	43200
27	Jharkhand	22080	22080	22080	22080
28	Andhra Pradesh	120000	120000	120000	120000
29	Karnataka	72000	72000	72000	72000
30	Kerala	24000	24000	24000	24000
31	Pondicherry	3120	3120	3120	3120
32	Tamil Nadu	50016	50016	50016	50016
	Total	1,000,008	1,000,008	1,000,008	1,000,008
	Grand Total	4,000,032			

The bidders shall inform the delivery schedule offered by them in the similar tables as above.

Appendix 'A'

Schedule No	Minimum value of completed contract (In Million Indian Rupees or equivalent)	Similar Product
I	25.50	Diagnostic kits
II	30.00	Diagnostic kits
III	32.00	Diagnostic kits

Appendix 'B'

Schedule No.	Average Annual Turnover (in Million Indian Rupees or equivalent)
I	76.5
II	90.0
III	96.0