

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

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

Dated: 26<sup>th</sup> July, 2010

**AMENDMENT No. 1**

**Third National HIV/AIDS Control Project (NACP-III)**  
**International Competitive Bidding**  
**IFB No.: RITES/MSM/NACP/02/2010, due for opening on 11.08.2010**  
**for Procurement of HIV (Rapid) Whole Blood Finger Prick, HBV (Rapid) & HCV (Rapid)**  
**Test Kits**

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

Sl. No.	Reference	Existing	Modified
<b>IFB:</b>			
1.	Sl. 6 of IFB at (Page No.4)	Bidders can also download the bid document from RITES website " <a href="http://www.rites.com">www.rites.com</a> "	Bidders can also download the bid document from RITES website " <a href="http://www.rites.com">www.rites.com</a> " For downloaded bid document, no fee is required.
<b>Section 1: ITB:</b>			
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 <b>two</b> 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 <b>One</b> 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 & 45)	Prices of goods offered shall be quoted as <b>CIP final place of destination</b> mentioned in the schedule of requirement.	ITB 16.2 (b) (i): Prices of goods offered shall be quoted as <b>CIP final place of destination</b> mentioned in the schedule of requirement.  <b>The purchaser is responsible for providing exemption letter for Custom/Import duties within seven</b>

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			<p><b>working days on receipt of notification 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)</b></p> <p>ITB 16.2 (c) (iii) Prices of goods offered shall be quoted as <b>CIP final place of destination</b> mentioned in the schedule of requirement.</p>
<b>Section V: Special Condition of Contract:</b>			
4.	Section V, 9.1.(a) of SCC (Page No. 73)	<p><b>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.</b> 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 &amp; testing) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.</p>	<p><b>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.</b> 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 &amp; 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</i></p>

Sl. No.	Reference	Existing	Modified
			<a href="http://www.theglobalfund.org/en/procurement/pharmaceutical/?lang=en">www.theglobalfund.org/en/procurement/pharmaceutical/?lang=en</a> .
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> <a href="http://www.theglobalfund.org/en/governance/">www.theglobalfund.org/en/governance/</a> .
<b>Section VI: Schedule of Requirements</b>			
6.	Section VI, Schedule of Requirements, (Page No 83)	<b>Terms of delivery:</b> For Group 'A' 'B' & 'C' Bidders: <b>CIP Final Destination at the consignee end (as per Schedule of Requirements)</b>	<b>Terms of delivery:</b> For Group 'A' 'B' & 'C' Bidders: <b>Final Destination at the consignee end (as per Schedule of Requirements)</b>
7.	Section VI: Schedule of Requirements (Page No 84)	Existing <b>Delivery schedule for Schedule-I.</b>	Modified <b>Delivery schedule for Schedule-I</b> as in <b>Annexure I</b>
8.	Section VI: Appendix B (Page No 91)	Existing Appendix B	Modified Appendix B as in <b>Annexure II</b>
<b>Section VII: Technical Specification</b>			
9.	Section VII Technical Specification, Part A: Section II: <b>Terms and Conditions</b> (Page 94 & 95)	Existing <b>Terms and Conditions</b>	Add the below clause:  4. The kit should not be using the comb device as the feasibility study reported by NARI; Pune has difficulty in performance using the comb test in field conditions.
10.	Section VII Technical Specification, Part A: Schedule I: HBV (Rapid) test kits, Sl. No. 1. (Page 96)	A rapid qualitative test for detection of Hepatitis B Surface Antigen (HBsAg) in <b>human serum, whole blood or plasma</b>	A rapid qualitative test for detection of Hepatitis B Surface Antigen (HBsAg) in <b>human serum or whole blood or plasma</b>
11.	Section VII Technical Specification,	The supplier should supply <b>600 kits</b> free of cost from each batch for random evaluation at the identified laboratories	The supplier should supply <b>600 tests x 2 sets free of cost</b> from each batch for random evaluation at the identified

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	Part A: Note: 1) (Page 94)	for pre-dispatch lot verification. Protocol of each batch is to be attached	laboratories for pre-dispatch lot verification. Protocol of each batch is to be attached
12.	Section VII Technical Specification, Part A: Section III: <b>Inspection &amp; Tests: Sl. No. (a)</b> (Page 98)	<b>Three sets</b> 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 before dispatch.	<b>Two sets</b> 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 before dispatch.
13.	Section VII Technical Specification, Part A: Section III: <b>Inspection &amp; Tests: Sl. No. (b)</b> (Page 98)	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. <b>One set of sealed sample will be retained with the manufacturer as counter sample and another set will be retained by the inspector.</b>	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. <b>Another set of sealed sample will be retained with the testing lab as counter sample till the shelf life.</b>
14.	Section VII Technical Specification, Part A: Section III: <b>Inspection &amp; Tests: Sl. No. (c)</b> (Page 98)	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.	<b>Deleted</b>
<b>Section VIII: Sample Forms:</b>			
15.	Section VIII, Sample Forms, Form-8, Manufacturer Authorization, Para 2 (Page No 117)	We hereby extend our full guarantee and warranty in accordance with <b>Clause 27</b> 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 <b>Clause 15</b> 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**  
**Consignee-Wise Quantity Distribution**  
**SCHEDULE I: -HIV (Rapid) Whole Blood Finger Prick Test Kits**

S. No	Consignee	Quantity in No. of Tests from the Notification of Award for Group 'A', 'B' & Group 'C' Bidders	
		1 <sup>st</sup>	2 <sup>nd</sup>
		Within 30 days of NOA	Within 31 to 90 days of NOA
1	Gujarat and Ahemdabad Municipality AIDS Control Society	70700	70700
2	Maharashtra	150000	150000
3	Rajasthan	24500	24500
4	Dadra & Nagar Haveli	311	312
5	Daman & Diu	187	187
6	Goa	2400	2400
7	Chandigarh	2000	2000
8	Chhattisgarh	11200	11200
9	Delhi	12700	12700
10	Haryana	19500	19500
11	Himachal Pradesh	2850	2850
12	Jammu & Kashmir	2750	2750
13	Madhya Pradesh	23000	23000
14	Punjab	9250	9250
15	Uttar Pradesh	52000	52000
16	Uttarakhand	6500	6500
17	Arunachal Pradesh	650	650
18	Assam	17250	17250
19	Manipur	6860	6860
20	Meghalaya	825	825
21	Mizoram	2800	2800
22	Sikkim	650	650
23	Tripura	825	825
24	Nagaland	4220	4220
25	Andaman & Nicobar	513	512
26	West Bengal	56000	56000
27	Bihar	13500	13500
28	Orissa	28500	28500
29	Jharkhand	11000	11000
30	Andhra Pradesh	132500	132500
31	Karnataka	103619	103620
32	Kerala	13500	13500
33	Pondicherry	2350	2350
34	Tamil Nadu and Chennai AIDS Control Society	121800	121800
35	Mumbai	19162	19162
	<b>Total</b>	<b>926,372</b>	<b>926,373</b>
	<b>Grand Total</b>	<b>1,852,745</b>	

## Appendix 'B'

<b>Schedule No.</b>	<b>Average Annual Turnover (in Million Indian Rupees or equivalent)</b>
I	67.5
II	45.0
III	69.0