



Government of India

MINISTRY OF HEALTH & FAMILY WELFARE

Government of India

Empowerment Procurement Wing

Through



Materials System Management Division,

RITES OFFICE COMPLEX - II, ANNEX BUILDING, 4th Floor, Plot No.144, Sector 44,
Gurgaon - 122003, Haryana, India

AMENDMENT No. 3 dated 11th July 2013.

to

**IFB No. : RITES/MSM/EPW/RNTCP/01/2013/DOM for Procurement of
First Line Anti TB drugs (PC-1,2,4,7,10,11,13,14,15,16).**

The following amendments are made to the subject Bid Document:-

Sl. No.	Bid Document Clause Reference	Existing	Modified
IFB & ITB:			
1.	IFB (Para 1, Pg No.5)	Ministry of Health & Family Welfare, Govt. of India, intends to utilize part of its domestic budget for eligible payments under the contracts for Procurement of First line & XDR Anti TB drugs (PC-1, PC-2,PC-4, PC-7,PC-10,PC-11,PC-13,PC-14,PC-	Ministry of Health & Family Welfare, Govt. of India, intends to utilize part of its domestic budget / GFATM funds for eligible payments under the contracts for Procurement of First line & XDR Anti TB drugs (PC-1, PC-2,PC-4, PC-7,PC-10,PC-11,PC-13,PC-14,PC-15,PC-16) against Schedule I to XXVIII for which this invitation for bid is issued under Revised National Tuberculosis Control Programme (RNTCP Phase-II).

Sl. No.	Bid Document Clause Reference	Existing	Modified
		15,PC-16) against Schedule I to XXV for which this invitation for bid is issued under Revised National Tuberculosis Control Programme (RNTCP Phase-II).	
2.	ITB clause 2: Source of Funds	The Government of India	2.1 GFATM (For schedules XXVI to XXVIII); The Government of India. (for all other schedules).
3.	ITB clause 6.1 (Page No 12): Qualifications of the Bidder	“Other Qualification requirements for Bidders are listed below.”	<p>Add in the beginning under “Other Qualification requirements for Bidders are listed below:”</p> <p>(For GFATM funded schedules XXVI to XXVIII)</p> <p>The selection of supplier only will be as per Global Fund Quality Assurance Policy. The bidder shall comply as per Global Fund Quality Assurance Policy, as applicable on the date of bid opening. Bidders should submit the relevant documentary evidence in support. Reference may be made to the GFATM website.</p> <p>http://www.the.globalfund.org/en/procurement/pharmaceutical/?lang=en</p> <p>The bidder shall either be prequalified by the World Health Organization (WHO) for the product being offered or products being offered by the bidder should be approved (or tentatively approved) or authorized for use by a stringent regulatory authority (a member, observer or associate of ICH) as per GFATM QA policy or be recommended for use by an Expert Review Panel (ERP) of GFATM. The prequalification/approval or authorization will be valid on the date of submission of bid.</p> <p>For GFATM funded schedules, the bidder shall be enlisted in 1A and 1B for PC-7 and 1A for PC-11 as per GFATM QA requirements. PC-10 shall be procured only from the bidder who has a valid ERP approval and notified by GFATM.</p>
4.	ITB 6.1 A(e)	Deleted	<p>Following clause 6.1 A(e) shall be added:</p> <p>For GFATM funded schedules:</p> <p>Has a valid Certificate of Pharmaceuticals Product (COPP) as</p>

Sl. No.	Bid Document Clause Reference	Existing	Modified
			recommended by the WHO for each product code offered. COPP should be valid on the date of tender opening.
5.	ITB 6.1 A(c)	(C) For both (A) and (B)	<p>(C) For both (A) and (B)</p> <p>Add the GFATM requirement at C (e) as below</p> <p><u>For schedules XXVI to XXVIII, (GFATM funded)</u></p> <p>Copy of the approval by ERP of GFATM for the goods offered where applicable.</p>
6.	ITB 14	Bid Form	For GFATM funded Schedules, Form 2(c) and 2(d) as attached in this amendment should be adopted for bidding.
7.	ITB 15	Bid Prices	<p>Following clause 15.10 shall be added:</p> <p>15.10. For GFATM funded schedules:</p> <p>Bidders may like to ascertain availability of Deemed Export or other Benefits. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever; the Purchaser will not compensate the bidder.</p> <p>Where the bidder has quoted taking into account such benefits, he must give all information required for issue of Project Authority/ Payment/Other Certificates in terms of the Import Export Policy or central excise notifications along with his bid in Form as per 7a (attached in this amendment). The Project Authority / Payment/Other Certificates will be issued on this basis only and no subsequent change will be permitted.</p> <p>Bids which do not conform to this provision or any condition by the bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations to the deemed export benefits scheme, will be treated as non-responsive and rejected.”</p>
8.	ITB 18.2	Bid Security The bid security shall	Bid Security The bid security shall remain valid for a period of 45 days beyond

Sl. No.	Bid Document Clause Reference	Existing	Modified
		remain valid for a period of 28 days beyond the validity period for the bid and beyond any extension subsequently requested under sub clause 17.1	the validity period for the bid and beyond any extension subsequently requested under sub clause 17.
9.	ITB 31	Evaluation and comparison of bids	<p>Add following in Clause 31.2:</p> <p><u>For schedules XXVI to XXVIII (GFATM funded) :</u></p> <p>The Purchaser's evaluation of a bid will exclude and not take into account:</p> <p>(a) in the case of Goods manufactured in the Purchaser's country or Goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, that will be payable on the Goods if a contract is awarded to the Bidder;</p> <p>(b) in the case of Goods of foreign origin already imported and to be imported from abroad, customs duties and other similar import taxes paid or payable on the Goods if the contract is awarded to the Bidder; and</p> <p>(c) The comparison shall be between the EXW price of the Goods offered from within the Purchaser's country plus local transportation, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the Goods offered from outside the Purchaser's country, plus local transportation.</p> <p>(d) For the Goods offered from outside the Purchaser's country, evaluation of the bid will be on the basis of CIP final destination price.</p>
10.	35. Purchaser's right to vary quantities	35.1 The Purchaser reserves the right at the time of Contract award to increase or decrease,	35.1 The purchaser reserves the right to increase or decrease the quantity of goods by 20% at time of award or during the currency of contract, the quantity of goods and services beyond that originally specified in the schedule of

Sl. No.	Bid Document Clause Reference	Existing	Modified
	during currency of contract.	the quantity of goods and services beyond that originally specified in the Schedule of Requirements Section III without any change in unit price or other terms and conditions. Percentage for increase or decrease of quantity of goods and services originally specified: 20%.	requirements without any change in unit price or other terms and conditions.
Section II: General Conditions of contract			
11.	Clause 9 of GCC	Inspections and Tests (Page No. 43-45)	<p>Add following at the end of 9.1(b)</p> <p>Note:- For the schedules to be financed by GFATM</p> <p>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/procurement/pharmaceutical/?lang=en</p>
12.	Clause 12 of GCC Insurance	Deleted	<p>12.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including war risks and strikes.</p> <p>12.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary.</p>

Sl. No.	Bid Document Clause Reference	Existing	Modified
13.	Clause 23 of GCC	Termination for Default	<p>Add following as Clause 23.3 :</p> <p><i>Note:- For the schedules to be financed by GFATM</i></p> <p>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 www.theglobalfund.org/en/governance/</p>
Section III: Schedule of Requirements			
14.	Schedule of Requirements (Page No 60)	Existing Schedule of Requirements	Three GFATM funded Schedules are added to the SOR as mentioned at <u>Annexure-A of this Amendment.</u>
15.	Schedule of Requirements (Page No 63)		Existing Delivery schedule for 1st Tranche of all schedules should be changed as: 1st tranche (qty as per SOR of Section III) to be delivered within 60 days from date of NOA.
16.	Schedule of Requirements (Page No 63)	Existing Delivery schedule	Delivery requirements for three GFATM funded Schedules are added to the SOR as mentioned at <u>Annexure-B of this Amendment.</u>
17.	Schedule of Requirements (Page No 64)	Existing Consignee address and Consignee-wise Quantity distribution	Consignee address and Consignee-wise Quantity distribution for three GFATM funded Schedules are added to the SOR as mentioned at <u>Annexure-C of this Amendment.</u>
18.	Schedule of Requirements, Appendix 'A' (Page No 71)	Existing Appendix 'A'	Additional details for three GFATM funded Schedules are included in Appendix 'A' placed at <u>Annexure-D</u> of this Amendment.
19.	Schedule of Requirements, Appendix 'B' (Page No 72)	Existing Appendix 'B'	Additional details for three GFATM funded Schedules are included in Appendix 'B' placed at <u>Annexure-E</u> of this Amendment.
SECTION V – Sample Forms:			

Sl. No.	Bid Document Clause Reference	Existing	Modified
20.	Checklist	Existing Form No 13	Modified Form No 13 placed at <u>Annexure-F</u> below
21.	Sample forms		Form 7a, Form 2(c) and Form 2(d) applicable for GFATM funded schedules attached in this Amendment.
22.	Form No. 10 Affidavit (on Stamp Paper)	Note: Point No-2 This affidavit is to be submitted along with the invoices at the time of claiming 80 % payment.	Note: Point No-2 This affidavit is to be submitted along with the invoices at the time of claiming payment.

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

RITES LTD.

ADDRESS FOR COMMUNICATION:

Group General Manager/MSM, RITES Ltd.,
RITES Office Complex,
Annex Building, 4th Floor,
Plot No. 144, Sector 44,
Gurgaon - 122003 (Haryana)-India
Tel: 0124-2728408/405/440
Fax: 91-124-2571659/2571660
E mail: rites_epw@rediffmail.com

Annexure-A.

<u>Schedule No.</u>	<u>Description of Goods</u>	<u>Unit</u>	<u>Required Quantity</u>	<u>Bid Security in Indian Rupees</u>	<u>Bid Security in US Dollars</u>
The following schedules are added:					
<u>GFATM FUNDED</u>					
XXVI	PC - 7	Strips of 10 Tabs	339,300	41,000	750
XXVII	PC - 10	Strips of 10 Tabs	18,400	13,000	10
XXVIII	PC - 11	Strips of 10 Tabs	949,000	200,000	3,800
	Total:			254,000	4,560

Terms of Delivery for each Consignee:

Final Destination at the consignee end as per Schedule of Requirements. (For GFATM funded Schedules : CIP destination; and for other schedules: DDP consignee End as per INCOTERMS).

Note: The bidder must supply as per the delivery schedule indicated above. **In case of early delivery not as per the staggered delivery schedule, the goods may not be accepted.**

Delivery Schedule for First line Anti TB Drugs under DBS			
IFB No. BITES/MSM/EPW/RNTCP/01/2013/DOM			
PC	Schedule No.	Delivery Schedule	
The following are added for GFATM FUNDED SCHEDULES			
PC-7	XXVI	1st tranche 50% of the total quantity	by December 2013
		2 nd tranche 50% quantity	by June, 2014
PC-10	XXVII	1st tranche 50% of the total quantity	by December 2013
		2 nd tranche 50% quantity	by June, 2014
PC-11	XXVIII	1st tranche 50% of the total quantity	by December 2013
		2 nd tranche 50% quantity	by June, 2014

Consignee address and Consignee-wise Quantity distribution

<u>SCHEDULE NO</u>	<u>CONSIGNEE</u>	<u>PRODUCT CODE</u>	<u>UNIT*</u>	<u>QUANTITY</u>
The following are added :				
FOR GFATM FUNDED SCHEDULES				
XXVI	GMSD Chennai	PC-7	Strips of 10 Tabs	36,490
XXVI	GMSD Guwahati	PC-7	Strips of 10 Tabs	9,980
XXVI	GMSD Hyderabad	PC-7	Strips of 10 Tabs	21,140
XXVI	GMSD Karnal	PC-7	Strips of 10 Tabs	105,500
XXVI	GMSD Kolkatta	PC-7	Strips of 10 Tabs	74,630
XXVI	GMSD Mumbai	PC-7	Strips of 10 Tabs	91,560
	TOTAL			339,300
XXVII	GMSD Chennai	PC-10	Strips of 10 Tabs	1,980
XXVII	GMSD Guwahati	PC-10	Strips of 10 Tabs	1,450
XXVII	GMSD Hyderabad	PC-10	Strips of 10 Tabs	690
XXVII	GMSD Karnal	PC-10	Strips of 10 Tabs	8,250
XXVII	GMSD Kolkatta	PC-10	Strips of 10 Tabs	2,190
XXVII	GMSD Mumbai	PC-10	Strips of 10 Tabs	3,840
XXVII	TOTAL			18,400
XXVIII	GMSD Chennai	PC-11	Strips of 10 Tabs	123,120
XXVIII	GMSD Guwahati	PC-11	Strips of 10 Tabs	67,610
XXVIII	GMSD Hyderabad	PC-11	Strips of 10 Tabs	32,820
XXVIII	GMSD Karnal	PC-11	Strips of 10 Tabs	404,370
XXVIII	GMSD Kolkatta	PC-11	Strips of 10 Tabs	81,180
XXVIII	GMSD Mumbai	PC-11	Strips of 10 Tabs	239,900
	TOTAL			949,000

Annexure-D

Appendix 'A

Schedule No	Minimum value of completed contract (In INR or equivalent)	Similar Product
The following are added:		
GFATM Funded schedules		
XXVI	400,000	Tablets & Capsules
XXVII	100,000	Tablets & Capsules
XXVIII	2,300,000	Tablets & Capsules

Annexure-E

Appendix 'B'

Schedule No.	Annual Turnover (in Indian Rupees or equivalent)
The following are added:	
GFATM Funded schedules	
XXVI	1200000
XXVII	350000
XXVIII	6300000

Annexure-F

13. CHECKLIST

(All the pages of the bid should be Serial Numbered & signed/initialled)

Sl. No.	Activity	Yes/No/ NA	Page No. in the Bid
1	(a) Bid Security for required amount		
	(b) Bid Security in the form of		
	(i) <i>Bank Guarantee as per format in Bidding document issued by Indian Bank</i>		
	(ii) <i>Draft or Banker's cheque issued by Indian Nationalised bank</i>		
	(c) Validity Date of Bid Security (Valid up to 45-days beyond the bids validity) as specified in ITB Data Sheet clause18.2)		
	(d) Amendment in Bid Security (if any)		
2	The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.		
3	(a) Bid Form duly signed		
	(b) Power of Attorney in favour of the signatory		
4	The manufacturer's authorization form in Form 7 of Section V		
5	Documents establishing post qualification (ITB 6)		
	(a) Certificate of incorporation of Manufacturer		
	(b) Manufacturing Licence of the good(s) quoted in bid		
	(c) Proof of Exp in manufacturing & marketing of specific goods for at least one year, Indicate Serial No. in performance statement		
	(d) Proof of experience in manufacturing & marketing of similar goods for at least three years, Indicate Serial Nos. in performance statement		
	(e) Performance statement as per required Proforma, along with supporting documents viz. (i) Copy of Purchase Orders,(ii) Copy of Invoices, (iii) Proof of Payment received from Purchasers & (iv) Documentary evidence (Client's certificate) in support of satisfactory completion of contract (for concerned PO's).		

Sl. No.	Activity	Yes/No/ NA	Page No. in the Bid
(f)	i) WHO/GMP valid on the date of opening of Bid		
	ii) Copy of approval of ERP of GFATM for the goods offered.		
(g)	Certificate of having achieved Annual production rate of equivalent product for last three years by CA and supported by audited Annual Report.		
(h)	Copies complete set of audited financial statements of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) certified by the auditor of the Company for last three financial years		
(i)	Indicate Sr. No. in performance statement which establishes the post qualification criteria of completing one similar contract in last three years		
6	Documents to establish that product is registered in India as per ITB clause 5.2 if applicable		
7 a.	Details of onsite quality control laboratory facilities and services and range of test conducted.		
7 b.	Capacity and Quality certification form in the format provided in the Bidding document		
8	Affidavit to disclosure about any instance of debarment/blacklisting by state or central Govt. Health organisation		
9	Statement of installed manufacturing capacity certified by appropriate authority		
10	No deviation statement on technical specification		
11	Check list of technical specification		
12	(a) Agreement with all terms and condition of the bid document		
	(b) If no, have you indicated deviations		
13	(a) Mentioned Price in the appropriate Proforma		
	(b) Conditional or unconditional discount mentioned in the bid (if any)		
14	Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; for both manufacturer & non manufacturer		

Sl. No.	Activity	Yes/No/ NA	Page No. in the Bid
15	Undertaking as per clause ITB 6 (C)(6) {The bidder and the manufacturer whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is procured by the bidder, that may have resulted into adverse actions taken against the bidder during the last three years. Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. If no adverse action has been taken against the Bidder, the Bidder must provide a statement in its bid saying that there has been no such previous past performance resulting in adverse actions being taken against him.}		
16	(a) The bidder shall provide an undertaking that: The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		
	(b) The firm does not employ a government servant, who has been dismissed or removed on account of corruption.		
17	List of drugs being manufactured by the bidder with product registration/ license number and date.		
18	<u>Form 11: Proforma for other details of Bidder, Manufacturer and its Bank</u>		
	<u>Form 12: Integrity Pact</u>		
19	The following details shall also be provided by Indian Bidders: a. <u>Name, address, PAN, and Income Tax details</u> (ward/circle where they are being assessed) of the <u>Directors</u> of the Bidding Company. b. <u>Company's PAN and Income Tax details and ward/circle</u> where it is being assessed, c. <u>Registration details of the company under VAT, local and Central Sales Tax,</u> and other laws as may be applicable and also <u>Sales tax/VAT clearance certificate.</u>		

2 c. Price Schedule for Goods Manufactured outside the Country to be imported (For GFATM Schedules)

Schedule No :- _____

Name of Bidder _____ IFB Number _____ Page _____ of _____.

1	2	3	4	5	6				7	8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Qty. offered	Unit prices				Total unit price [c+d]	Total price per Schedule [5 x 7]	Local agent's commission as a % of FOB price included in quoted price	Shipment weight and volume	Name of manufacturer	Pharmacopoeial standard	Country. Of origin
					[a] Unit price FOB or FCA port or place of loading	[b] Insurance	[c] CIP named place of destination	[d] Other incidental costs as defined in the SCC							
Note: (a) FOB price is only for Purpose of working out Agency Commission. (b) For column 8, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail. (c) To Provide Separate sheet for each Schedule								<u>Total Bid Price:-</u> Currency: In figures: In words:							

Signed: _____

Dated: _____

In the capacity of: *[insert: title or other appropriate designation]*

2d. Price Schedule for Domestic Goods Manufactured within the Purchaser's Country (For GFATM Schedules)

Schedule No :- _____

Name of Bidder _____ . IFB Number _____ . Page _____ of _____ .

1	2	3	4	5	6				7	8	9	10	11
Product code	Product	Strength	Dosage form	Qty. offered	Unit prices				Total unit price [a+b+c+d]	Total price per schedule [5 x 7]	Sales and other taxes payable if contract is awarded	Name of manufacturer	Pharma-copoeial standard
					[a] EXW (Ex-factory Ex-warehouse Ex-showroom Off the shelf) excluding excise duty	[b] Excise duty	[c] Insurance Inland transp.& other local costs incidental to delivery	[d] Other incident-al costs as defined in the SCC					
(i) For column 8, pursuant to ITB 30.1 in the case of discrepancy between unit price and total price, the unit price shall prevail. (ii) A breakdown of the cost of local labor, local raw materials, and local components provided from within the country should also be indicated separately as specified in ITB Sub-Clause33.1 along with adequate proof to substantiate each of these local inputs. (iii) To provide separate sheet for each schedule					Total Bid Price: Currency: In figures: In words:								

Note a) Bidder should give break up of cost of local labor, raw material /local components provided

Local labour-

...% of EXW

from within origin in the Purchaser's country separately.

Local Raw material /Local Components ...% of EXW

Total ...% of EXW

b) If the bidder is planning to avail excise duty exemption, kindly do not fill-up excise duty in column 6[b]. Excise Duty, if mentioned above, will be taken in to account while evaluating the bids and the Purchaser will not issue excise exemption certificate in such cases (or if the bid price is "inclusive of excise duty"). If the bid price mentions "exclusive of excise duty" or "excise duty extra", the purchaser will add the excise duty based on applicable rate during the evaluation of bids and will not issue the issue excise exemption certificate. VAT or sales tax, if payable, will not be taken in to consideration for evaluation purpose.

Signed: _____

Dated: _____

In the capacity of: [insert: title or other appropriate designation

7a. Form of Declaration regarding Deemed Export (for GFATM funded Schedules)

(Name of the Project)

(Declaration regarding Deemed Export Benefits)

(Bidder's Name and Address):

To:.....

(Name of the Purchaser)

Dear Sir:

- 1 We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
- 2 We are furnishing below the information required by the Purchaser for issue of Project Authority/ Payment certificate in terms of the Export and Import Policy of the Government of India:
 - (A) Value of import content of supply to be made by the Bidder: Rs. _____
(exchange rate one US\$ = Rs ____)
 - (B) (i) Name of the sub-contractor, if any and where name is to be included in the main Contract
 - (ii) Description, quantity and value of the goods to be supplied by the above sub contractor
Description
Quantity
Value(Rs)
 - (iii) Value of import content of supply* to be made by the sub contractor Rs
(exchange rate one US\$ =Rs_____)

(The requirements listed above are as per current Export and Import Policy of Government of India. These may be modified, if necessary, in terms of the Export and Import Policy in force.)

Date : _____ (Signature) _____

(Print Name) _____

Place : _____

(Designation) _____

(Common Seal) _____

*Attach a list, item wise, indicating the value of each