

MINISTRY OF HEALTH & FAMILY WELFARE
Government of India
Through

United Nations Office for Project Services, 11 Golf Links, New Delhi-110003

PROCUREMENT OF Second Line Anti TB Drugs
IFB No. UNOPS India/TB Drugs/002/2007

Amendment –II

Following amendments are made to the bid document for procurement of Second Line Anti TB Drugs, with reference to above IFB.

S.No.	Reference	Modification
Bid Data Sheet		
1.	ITB 4.1 & 5.1	Applicable edition of the <i>Guidelines: Procurement under IBRD Loans and IDA Credits [May 2004 as updated]</i>
2.	ITB 7.1(a)(ii)	<p>When offering their bid for more than one schedule, the bidder or the manufacturer whose product is offered by the bidder must provide evidence that it meets or exceeds the sum of all the individual requirements for the schedules being applied for in regard to :</p> <p>(a) Achieved actual annual production (second bullet of sub-clause (i) (f) above)</p> <p>(b) Average annual turnover (third bullet of sub-clause (i) (f) above)</p> <p>In case the bidder or the manufacturer whose product is offered by the bidder fails to fully meet any of these criteria, it will be qualified only for those schedules for which the bidder meets the above requirements.</p>
3.	ITB 14.1 (i)	<p>In addition to the documents stated in Paragraphs 14.1 (a) through (h), the following documents must be included with the Bid</p> <ul style="list-style-type: none">- The manufacturer's authorization form in Form 8 of Section VIII- Certification of incorporation of the bidder

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		<p style="text-align: center;">and manufacturer</p> <ul style="list-style-type: none"> - Legally valid joint venture agreement, if applicable, specifying the financial stakes of each of the joint venture partners. - Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. <p>A “primary manufacturer” is defined as a company that performs all the manufacturing and processing operations needed to produce pharmaceuticals or vaccines in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling and quality testing. Bids may be submitted by an authorized agent for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer authorizing the designated agent to bid solely for and on behalf of the primary manufacturer. Merchant exporters, pre-packers, shippers and traders are not classified as primary manufacturers and bids from them will not be accepted.</p> <ul style="list-style-type: none"> - The following details shall also be provided by Indian Bidders: <ul style="list-style-type: none"> a. Name, address, PAN and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company. b. Company’s PAN and Income Tax details((ward/circle where they are being assessed), Income Tax clearance certificate c. Details of the registration of the company under VAT, Central Sales Tax and local Sales Tax, Sales tax/VAT clearance certificate. - Bidders from outside India shall provide the

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		corresponding details of Income Tax registration, Social Security Number, details regarding Registration under Value Added Tax or sale of Goods(as may be applicable) etc.
4.	ITB 15.4	Bidders may note that bids offering Goods from within the country of the Purchaser (Group A and Group B bids) should indicate the prices entirely on EXW (ex-works / ex-factory /ex-warehouse/ex-showroom/or off-the-shelf as applicable). Bids offering supplies partly as EXW and partly as CIP/CPT will be classified as Group C bid only.
5.	ITB 16.2 (b) (i) and (c) (iii)	Prices for Goods offered from abroad shall be quoted as: CIP final place of destination as specified in schedule of Requirements (Section VI) as well as CPT final place of destination as specified in schedule of Requirements (Section VI).
6.	ITB 19.1	Each bid will be accompanied by the bid security. The bid security will be in Indian rupees or in US Dollars. The amount of bid security required is specified in Section VI Schedule of Requirements. If the bidder is submitting bid for more than one lot the amount of the Bid Security shall be sum of the respective lots. The form of the bid security (issued by bank) is included in Section VIII- Form 5.
7.	ITB 22.2 (c) & (d)	<p>Invitation for Bids Title :</p> <p>Invitation for Bids number:</p> <p>Schedule Number:</p> <p>Product Code:</p> <p>Time & Date of Submission of Bids:</p>
8.	ITB 32.3	While the bids shall be evaluated on the CIP final place of destination as specified in schedule of Requirements (Section VI), the Purchaser retains the right to sign the Contract either on CIP final place of destination as specified in schedule of Requirements (Section VI); or CPT final place of destination as specified in schedule of Requirements (Section VI).
9.	ITB 32.5 (a)	Delivery schedule - Option (ii) is selected:

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		<p>The adjustment per week for delivery delays beyond the range of weeks specified in the Schedule of Requirements is 0.5% of the EXW/CIP/CPT price for each week of delay beyond the base and this will be added to the bid price for evaluation. Any bid offering deliveries beyond 1 (one) month of the stipulated deliveries will be rejected as being non-responsive.</p>
Special Conditions of Contract		
10	GCC 9.1	<p>For Goods supplied from outside India.</p> <p>a) For goods supplied from outside India, there may not be any inspection prior to shipment at the manufacturer's premises however on arrival at the port of entry, each consignment shall be tested by the Drug Controller General of India or his representative. For this purpose, the Purchaser shall notify the Drug Controller General of India (or his representative) about the expected arrival of the consignment at the port of entry. On the arrival of the goods, the representative of the Drug Controller General of India will examine/test the consignment and after satisfying himself that the goods conform to the technical specification, he will clear the consignment. Only such goods are permitted to enter the country which are found to fully conform to the technical specifications.</p> <p>b) The supplier will make arrangement for storage of Goods at the port of entry at its own cost for the first 30 days after the arrival of shipment. The Purchaser will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure.</p> <p>c) Notwithstanding the above, the Purchaser may, at his discretion, arrange a pre-shipment inspection and an independent quality control laboratory batch analysis. The Purchaser will retain the right to perform further inspections and quality testing at any time as it deems fit.</p>

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		<p>For Goods supplied from Within India</p> <p>The goods shall not be dispatched unless they are inspected and cleared for dispatch by Purchaser's representative in the supplier premises. The Purchaser will arrange a pre-shipment inspection and an independent quality control laboratory batch analysis for each batch. The Purchaser will retain the right to perform further inspections and quality testing at any time as it deems fit.</p> <p>The inspection and test procedure is specified in Technical Specifications.</p>	
11	GCC 12.1	<p>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. However, the Purchaser may decide to arrange the cargo Insurance on its own and sign the contract on CPT basis.</p>	
Section VI – Schedule of Requirements			
12	Delivery Schedule	<p>As Required by the Purchaser</p> <p>- 1ST TRANCHE (33%) BY JAN, 2008, - 2ND TRANCHE (NEXT 33%) BY JUNE, 2008 AND - 3RD TRANCHE (BALANCE 34%) BY NOV, 2008</p>	<p>As proposed by the Bidder</p>
13	Terms of Delivery	<p>CIP or CPT final destination site(s) as per list given in Annexure – A</p>	
Section VIII – Sample Forms			
14	Price Schedules (Form 2-4)	<p>Kindly use attached forms</p>	

2. Price Schedule for Goods Manufactured outside the Country to be imported)

(Group C bids)

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

1	2	3	4	5	6	7				8	9	10	11	12	13	14
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices				Total unit price [c+d]	Total price per item [6 x 8]	Local agent's commission as a % of FOB price included in quoted price	Shipment weight and volume	Name of manufacturer	Ctry. of origin	Pharmacopoeial standard
						[a] Unit price FOB port of loading	[b] CPT named place of destination	[c] CIP named place of destination	[d] Other incidental costs as defined in the SCC							

Note:

- (i) For column 9, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

3. Price Schedule for Domestic Goods Manufactured within the Purchaser's Country

(Group A and Group B bids)

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	Unit pack size	Qty. offered	Unit prices				Total unit price [a+b+c+d]	Total price per item [6 x 8]	Sales and other taxes payable if contract is awarded	Name of manufacturer	Pharmacopoeial standard	Local input in the cost as % of ex-factory price in column 7[a]
						[a] EXW (Ex-factory Ex-warehouse Ex-showroom Off the shelf)	[b] Inland transp., & other local costs incidental to delivery	[c] Insurance	[d] Other incidental costs as defined in the SCC						

Note:

- (i) Column 7[b] is to be quoted in accordance with ITB Sub-Clause 16.2 (a) (iii) and (iv) and the related provisions in the Bid Data Sheet.
- (ii) For column 9, pursuant to ITB 30.1 in the case of discrepancy between unit price and total price, the unit price shall prevail.
- (iii) For column 13, 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-Clause 27.1 along with adequate proof to substantiate each of these local inputs.

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

Note Bidder should give break up of cost of local labour, raw material and } components from within origin in the Purchaser's country separately }

Local labour-	...% of EXW
Raw material	...% of EXW
Components	...% of EXW

Total	...% of EXW

4. Price Schedule for Goods Manufactured outside the Country, Already imported

(Group C bids)

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	Unit pack size	Qty. offered	Unit prices					Total Unit price [a-b + c+d+e]	Total price per line item [6x8]	Sales and other taxes payable per item if Contract is awarded	Name of manufacturer	Ctry. of origin	Pharmacopoeial standard
						[a] Unit price including Custom Duties and Import Taxes paid and payable	[b] Custom Duties and Import Taxes paid and payable per unit	[c] Insurance	[d] Inland transp., & other local costs incidental to delivery	[e] Other incidental costs as defined in the SCC						

Note:

- (i) Column 7[b] Custom Duties and Import Taxes paid should be supported by documentary evidence.
- (ii) For column 9, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

Total Bid Price:

Currency:

In figures:

In words:

Signed:.....

Dated:

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

Section VI- Schedule of Requirements

Delivery of Schedule

FOR A, B & C BIDDERS: FOR EACH CONSIGNEE

As Required by the Purchaser	As proposed by the Bidder
- 1ST TRANCHE (33%) BY JAN, 2008, - 2ND TRANCHE (NEXT 33%) BY JUNE, 2008 AND - 3RD TRANCHE (BALANCE 34%) BY NOV, 2008	