

RAJASTHAN STATE AIDS CONTROL SOCIETY

(Directorate, Medical & Health Services)

Swasthya Bhawan, Tilak Marg, C- Scheme, Jaipur)

(Phone No. 0141-2225532, 2222452 FAX No. 0141 – 2221792)

Bid form fee rupees 200 /- only by hand/in person.

By website rupees 200/-only

By post/ courier Rupees 100/-extra.

Bid Document

For Supply of HIV Test kits

Under National Shopping Procedure

(National AIDS Control Programme Phase-III)

RAJASTHAN STATE AIDS CONTROL SOCIETY

(Directorate, Medical & Health Services)

Swasthya Bhawan, Tilak Marg, C- Scheme, Jaipur)

(Phone No. 0141-2225532, 2222452 FAX No. 0141 – 2221792)

No. RSACS/Tender/Procurement/HIV (Rapid) Tests /08-09/ 632

Dated 04-02-2009

Invitation for Bids

Sealed Bids are invited from the manufacturers/Direct Importers/Authorized Dealers/Wholesalers for the Supply of HIV (Rapid) Tests. Detail is as under.

Item No.	Brief description	Quantity	Place of Delivery	Delivery Period	Bid Security (in Rs.)
1.	HIV (Rapid) Test Kits (Pack Size of Test Kit should not be more than 50 Test per Kit) (i) II nd Type Antigen	15,000 Test	Raj. State AIDS Control Society, Jaipur	15 Days	19,500.00
	(ii) III rd Type Antigen	15,000 Test	Raj. State AIDS Control Society, Jaipur	15 Days	9,000.00

Bid form can be obtained from 09-02-2009 to 12-03-2009 up to 1.00 P.M., in person on submission of Fee Rupees 200/- only (non-refundable) in the form of D.D./ Banker's Cheque along with an application on letterhead for Bid form on any working day during the office hours. If the Bid form is desired by post, postal charges Rupees 100/- shall have to be paid extra. The Bid form can also be downloaded from our website www.rajswasthya.nic.in for which D.D. Rupees two hundred only (non-refundable) shall have to be enclosed with the bid by the bidder. Any further query in connection with this bid can be made from this office on any working day during the office hours. **The Pre-bid meeting shall be held in this office on 19-02-2009 at 11.00 a.m. Eligible Bidders should submit bid along with bid security as mentioned in the table above in the form of Banker's cheque/Demand Draft/B.G.** in favour of **Project Director, Rajasthan State AIDS Control Society, Jaipur** issued by a Nationalized/Scheduled Bank located in India, payable at Jaipur. The technical bid and the price bid shall be submitted for each type of Antigen of test in a sealed envelop separately, marked as technical bid / price bid for the supply of HIV (Rapid) Test IInd & IIIrd Type of Antigen on the envelopes. Then, these both type of envelopes of bids should be submitted in a sealed big envelop. Without bid security the bid shall not be considered. **The Complete Bid in all respect should be reached this office latest by 12-03-2009 up to 4.00 P.M.** After the prescribed date and time the bid shall not be accepted. **The Technical bids shall be opened in this office by the purchase committee on 12-03-2009 at 4.30 P.M. in the presence of the bidders or their representatives who intent to be present before the purchase committee.** The undersigned reserves the right to accept or reject any bid or all bids without assigning any reason thereof.

**Project Director
RSACS, Jaipur**

RAJASTHAN STATE AIDS CONTROL SOCIETY
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Instructions to Bidders

1. Please read the whole bid document very carefully before filling it up.
2. Bid shall only be accepted in the Bid Form issued by this office in the manner prescribed.
3. Bid form is not transferable.
4. Bid must be filled -up in ink or typed and in clear writing and must be readable.
5. No page from the bid form may be detached.
6. Technical bid (in cover 'A') and financial bid (in cover 'B') for HIV (Rapid) Tests of each type of Antigen should be submitted in a separate sealed envelope, then these both type of envelopes of Tests Kit should be put in a big sealed envelop superscribing on the envelop Technical and Financial bids for HIV (Rapid) Tests Kit and addressed to the **Project Director, Rajasthan State AIDS Control Society, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur.**
7. **The bid security as mentioned in the schedule of requirement must be enclosed with the Technical bid as per Para 9a) & 9b) of the bid document, otherwise the bid shall not be considered and rejected.**
8. A copy of catalogue/brochure for the Tests Kit must also be submitted with the technical bid ,otherwise bid shall not be considered.
9. All the related certificates and documents as desired with the bid may be enclosed and must be valid and corrected upto the date of issuing of work order.
10. If the bid is received after the prescribed date and time, such bid shall not be accepted and returned unopened to the bidder.
11. Before submission of bid duly filled-in, the bidder should also ensure that the bid which is being submitted by him is complete as per terms and conditions in all respect.
12. The bids shall be opened on 12-03-2009 at 4.30 P.M. by the purchase committee in the Chamber of Project Director, RSACS, Jaipur and in presence of the bidders or their representatives who wish to attend before the purchase committee.
13. Bidders should have a Minimum Turn over of Rupees 1.00 **Crore** every year and a copy of profit and loss account and balance sheet (duly attested by the auditor) must be enclosed with the bid otherwise bid will not be considered .
14. HIV (Rapid) Tests Kit must be ISI or CE Marked.
15. If there is any delay by post in submission of the bid after prescribed date and time this office shall not be responsible.
16. A pre-bid meeting shall be held on 19-02-2009 at 11.00 A.M.in the chamber of Project Director, RSACS, Jaipur to clarify the issues and to answer questions on any matter related to this bidding that may be raised at the stage. After pre-bid meeting necessary changes in bid conditions can be done.
17. In case of any dispute related to this bidding, the decision of the Project Director, RSACS, Jaipur shall be the final and binding to the bidder.
18. The bidder should sign with seal on each page of the bid- document.
19. Undertaking/ declaration given by the bidder with the bid must be notarized/attested.
20. Any other certificate/ document can also be submitted with the bid by the bidder if deemed to be necessary, applicable and valid in reference to the serial No.11 of check list form enclosed with the bid form.
21. **In case of bid form is downloaded from our website, the bid form fee. Rs.200/- in the form of D.D. addressed to the Project Director, Raj. State Aids Control Society, payable at Jaipur shall have to be enclosed with the bid and a note to this effect must be given on the sealed big envelop of the bids otherwise the bid shall not be considered & rejected.**
22. **The form of bid (1-Bid form i.e. Page No.14 to 15) must be submitted in financial bid cover 'B'.**

Project Director
RSACS, Jaipur

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Swasthya Bhawan, Tilak Marg, C- Scheme, Jaipur)

(Phone No. 0141-2225532, 2222452 FAX No. 0141 – 2221792)

No. RSACS/Tender/Procurement/Test-Kits /08-09/ 632

Dated 04-02-2009

INVITATION FOR BIDS/QUOTATIONS FOR THE SUPPLY OF HIV (RAPID) TEST KITS UNDER NATIONAL SHOPPING PROCEDURE

- 1- The most competitive Bids/quotations are invited in sealed envelopes for supply of the following HIV (Rapid) Test Kits in Rajasthan State AIDS Control Society, Swasthya Bhawn, Tilak Marg, C-Scheme, Jaipur :-

Schedule of Requirement for HIV (Rapid) Test Kits

Item No.	Brief description	Quantity	Place of Delivery	Delivery Period	Bid Security (in Rs.)
1.	HIV (Rapid) Test Kits (Pack Size of Test Kit should not be more than 50 Test per Kit) (i) II nd Type Antigen	15,000 Test	Raj. State AIDS Control Society, Jaipur	15 Days	19,500.00
	(ii) III rd Type Antigen	15,000 Test	Raj. State AIDS Control Society, Jaipur	15 Days	9,000.00

Note: -NACO is supplying Comb Aids, Test for HIV screening presently. It has synthetic peptide Antigen. So, Quotation/bids for IInd & IIIrd Antigen Test must have separate antigenic principle to this.

2-Government of India has received a credit from the World Bank in various currencies towards the cost of the National AIDS Control Project and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this invitation for quotations is issued.

3-Bid Price

- The Bidder may quote for one or more items in the format of quotations attached.
- All duties, taxes and other levies payable by the bidder (other than sales tax on the finished goods.) shall be included in the item rate; Sales tax if any should be quoted separately.
- The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account except in the event of any subsequent variation in these taxes by the Govt. (State or Central) the same will be modified accordingly.
- The prices should be quoted in Indian Rupees only.
- The contract shall be for the full quantity of individual item as described above rated of partial quantity of an item is not acceptable.

Signature of the Bidder with Seal

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- f. Corrections if any shall be made by crossing out, initialing, dating and re-writing.
- g. Telex or facsimile quotations are not acceptable. Reproduce Charts/Formats or own format would not be accepted. The bidder has to submit the Bid in the prescribed Bid document provided by the Purchaser.

4. Each Bidder must submit only one quotation for each item. The financial bid should be submitted in the price schedule (enclosed) in sealed separate envelopes along with Bid form. The Financial bid of HIV Test Kits is to be opened after Technically Examination.

5. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the purchaser will not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Bid Form

The Bidder shall complete the Bid form and the format of quotations furnished in the Bidding documents, indicating the items to be supplied. These should be enclosed with the price schedule of that item in a sealed separate envelope.

7. Language of Bid –

The bid prepared by the bidder as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in English language.

8. Validity of Quotations- Bids shall remain valid for a period not less than **90 days** after the deadline date specified for submission. This period can be extended with mutual agreement.

9. Bid Security

(a) The bidder has to furnish, as part of its bid, a Bid Security amount as mentioned above in the table.

(b) The bid security shall be in Indian Rupees and shall be in the form of **Demand Draft/Bankers Cheque issued by a Nationalized Bank/Scheduled Bank located in India in the name of Project Director, Rajasthan State AIDS Control Society payable at Jaipur.**

(c) Where the Bidder has quoted for more than one item, if the Bid Security furnished is inadequate for the quoted items, the Purchaser shall take the price Bid into account only to the extent the Bid is secured. For this purpose, the extent to which the Bid is secured shall be determined by evaluating the required of Bid Security to be furnished for the schedule included in the Bid (Offer) in the serial order of the table mentioned above of this Bidding document.

(d) The successful Bidder's Bid Security will be discharged upon the Bidder signing the contract and furnishing the performance security.

Signature of the Bidder with Seal

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10. Deadline for submission of Bids.

Bids must be received by the purchaser at the address, time and date specified in **Para No. 28**. In the event of the specified date for the submission of Bids being declared a holiday for the purchaser, the Bids will be received up to the appointed time on the next working day.

The purchaser may, at its discretion, extend this deadline for submission of Bids by amending the Bid documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

11. Late Bids:

Any bid received by the purchaser after the deadline for submission of bids prescribed the purchaser will reject and returned unopened to the bidder.

12. Documents constituting the Bid: The Bidder should send along with the bid the following certificate (in the same order) for the items tendered in.

A. For HIV Test Kits

1. Bid security as mentioned in schedule of requirement for each item.
2. Duly attested photocopy of Drug license (if applicable) and/or its renewal certificate from the licensing authority.
3. VAT/CST (Sales Tax) registration No. (TIN NO.)
4. Letter of authority/distributorship/dealership Certificate from the Manufacturer (if applicable).
5. Bid form (duly signed).
6. Details/document related to product information inconformity with Technical Specifications mentioned in the Bid Document.
7. Original Bid documents (duly filled in).
8. **For HIV Test Kits the bidder has to submit One Test Kit for each lot/batch for testing.**

In the event of a bid being submitted by a firm each or any member thereof, must sign it. In the event of a partnership firm it must be signed on his behalf by a person holding a power of attorney authorizing him to do so; and in the case of company the bid document should be signed by the manner laid in the Articles of Association. Any change in the constitution of the firm/company shall be notified forthwith by the bidder to the purchaser i.e. Project Director, Rajasthan State AIDS Control Society, Jaipur, and such change shall not relieve any former of the firm/company from the liability under the contract. No new partner/partners shall be accepted in the firm/company by the bidder in respect of the contract unless he/she/they agree to abide by all the terms and conditions and shall submit a written agreement to this effect.

Signature of the Bidder with Seal

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13. Evaluation of Bids

The purchaser will evaluate and compare the quotations determined to be substantially responsive i.e. which are properly signed, and conform to the terms and conditions of contract and specifications; the evaluation would be done in the following manner -

- (a) The evaluation will be done excluding the sales tax if the bidder has included the sales tax in his quotation for the item rate, it will be treated as though it is exclusive of the sales tax and no down loading of sales tax will be made.
- (b) The evaluation would be made for each item separately. The bidder who has offered his quotation for partial quantity would be treated as non-responsive. Purchaser will award the contract for each item separately to the lowest substantially responsive bidder of that item.
- (c) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount in words will prevail. If the Supplier does not except the correction of errors, its Bid will be rejected and its Bid security may be forfeited.
- (d) The Purchaser may waive any minor informality or non-conformity or irregularity in Bids, which does not constitute a material deviation, provided such a waiver, does not prejudice or affects the relative ranking of any Bidder.
- (e) Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Bid documents. For purposes of these a substantially responsive Bid is one, which conforms to all the terms and conditions of the reservations to critical provisions such as those concerning performance security, warranty, Force Majeure, limitation of liability, Applicable Law and Taxes & Duties will be deemed to be a material deviation. The Purchaser determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.
- (f) During evaluation of Bids the purchaser may at its discretion, ask the Bidder for a clarification of its Bids. The request for clarification and the response shall be in writing and no change in prices or substance of the Bid shall be sought, offered or permitted.

14. Award of Contract

- (a). **The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest price as per Para 13(b) above.**

Signature of the Bidder with Seal

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- (b). The Purchaser reserves the right to increase or decrease the quantities of items indicated in Schedule of Requirement above by 15% without any change in the unit price or any other terms and conditions. The purchase order may be in pieces of quantity.
- (c) The Purchaser prior to the expiration of the quotation validity period will notify the bidder whose quotation is accepted of the award of contract. The terms of the accepted offer shall be incorporated in the Purchase order.
- (d) Normal commercial warranty/guarantee shall be applicable to the supplied goods.
- (e) Payment shall be made immediately after satisfactory the tender delivery of the goods and their acceptance.
- (f) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the Bidding process and reject all quotations at any time prior to the award of contract.
- (g) The Bidder whose, bid is accepted will be notified of the award of contract by the Purchaser prior to expiration of the Bid validity period. The accepted rates will be valid for one year from the date of issuance on Rate Contract basis also for the same quantity.

15. Performance Security

- (a) The successful bidder has to furnish **performance security @5%** of the total amount of the purchase order rounded to next ten rupees within 7 days from the award of contract alongwith the signed document of the contract valid upto four months after the date of completion of performance including warranty/obligations. Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security. In which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.
In the event of any corrections of defects or replacement of defective material during the warranty period. The warranty shall be extended to a further period of 4 months and performance bank guarantee for proportionate value shall be extended four months over and above the extended warranty period.
- (b) **The performance security shall be accepted in the form of either**
 - (i) Bank Draft/Banker Cheque of a Nationalized Bank/Scheduled Bank located in India
 - OR**
 - (ii) A bank guarantee issued by a Nationalized Bank located in India in the name of Project Director, Rajasthan State AIDS Control Society, Jaipur.
- (c) No interest would be paid for the amount deposited as Performance Security.

Signature of the bidder with Seal

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16. Liquidated Damages

- i. If the supplier requires the extension of time on completion of contractual supply period on account of occurrence of any hindrance, he/she shall apply in writing for extension on occurrence of hindrance but not after the stipulated date of completion of supply.
- ii. The Project Director, Rajasthan State AIDS Control Society, may extend the delivery period with or without liquidity damages in case he is satisfied that the delay in the supply of medicines is on account of hindrance beyond control. **(Force Majeure)**
- iii. Extension in delivery period with liquidate damages, the recovery shall be made on the basis of applicable rate 0.5% per week of the delivered price value of delayed items or part their off unit the actual delivery or performance is made up to a maximum deduction of 10% of the contract price. Once the maximum is reached the purchaser may consider termination of the contract. Without prior permission from the Project Director, Rajasthan State AIDS Control Society, regarding extension in delivery period the award can be terminated immediately.

17. The supplier shall not assign, in whole or in part, its obligation to perform under the contract, except with the Purchaser's prior written consent.

18. Packing

The Supplier shall provide such packing of the Goods as is required to relent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Good's final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within the outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, specified in Technical Specifications and in any subsequent instructions ordered by the Purchaser.

19. Delivery of HIV Test Kits

The HIV Test Kits are to be delivered in accordance with the delivery schedule mentioned in the schedule of requirement.

20. **For HIV Test Kits**, the Supplier shall be required to submit at least one kits of the same batch/lot, whose kits are to be supplied, The financial bid for test kits are to be opened after receiving satisfactory report of the sample test kit from a Govt. Laboratory.

21. Warranty:

(21.1) The supplier warrants that the Goods supplied under the contract will have remaining a **minimum of three-forth of the specified shelf life** upon delivery and are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse

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drug reaction, and in every other respect will fully comply in all respects with the Technical Specifications and the conditions laid down in the Contract. In the event of the Goods are recalled the supplier shall notify the purchaser within fourteen days.

(21.2) HIV (Rapid) Test Kits must have One Year expiry.

(21.3) This warranty (Para 21.2) shall remain valid after the Goods have been delivered to the final destination indicated in the contract.

(21.4) The purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

(21.5) Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods one the replacement Goods have been delivered.

(21.6) In the event of any replacement of Goods during the warranty period, the warranty for the replaced goods shall be extended to a further period of four months.

(21.7) If the supplier, having been notified, fails to replace the defective goods within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which may have against the Supplier under the Contract.

22. Patent Rights

The supplier shall indemnify the purchaser against all third-party claims of infringement of patents, trademark or industrial design right arising from use of the goods or any part thereof in India.

23. Limitation of Liability

Except in case of criminal negligence or willful misconduct, and in the case of infringement pursuant to Patent rights the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser.

24. Inspection of accounts & records

As per the paragraph 1.14(e) of the bank's Procurement Guidelines may, 2004 relating to bank 'sright, the bidders, shall have to permit the bank to inspect their accounts and records.

25. In case of any dispute related to this bidding, the decision of the project Director, RSACS, Jaipur shall be the final and binding to bidders.

26. Applicable Law:

The Contract shall be interpreted in accordance with the laws of the Union of India.

Signature of the Bidder with Seal

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27. Legal proceedings if any arising out of the Bidding process shall have to be lodged in related courts situated in Jaipur City only.

28. **Last date and time for receipt & Opening of quotations:**

You are requested to submit the sealed quotations, superscribing on the envelopes as “**Bids/Quotations for the supply of HIV (Rapid) Test Kits” IInd and IIIRD Antigen and** should be submitted to “**Project Director, Rajasthan State AIDS Control Society, Swasthya Bhawan, Tilak Marg, C-Scheme, Jaipur-302005.**” **Due on 12-03-2009 upto 4 P.M. and the Technical Bids shall be opened on 12-03-2009 at 4.30 P.M. in the Chamber of Project Director, Rajasthan State AIDS Control Society, Jaipur**

PROJECT DIRECTOR
Rajasthan State AIDS Control Society,
Swasthya Bhawan, Tilak Marg,
C-Scheme, Jaipur

I/We have read very carefully the above terms and conditions and the complete Bidding Document, I/we agree to abide by the same.

Signature of the Bidder with Seal

Business Address

RAJASTHAN STATE AIDS CONTROL SOCIETY

(Directorate, Medical & Health Services

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CHECK LIST FOR HIV TEST KITS

The tenderers / bidders are required to furnish the following information

S. No.	Particulars	Enclosed Yes/No	Details	Page No.	Remarks
1	Tender Form				
2	Certificate of authorization of (Dealer/ Distributor)From the Manufacturer				
3	Custom Clearance /Import License(if applicable)				
4	VAT/CST Registration and latest Clearance certificate				
5.	Market standing certificate issued by the licensing authority(if applicable)				
6	Proof of certificate which ever is applicable				
7	Technical specification as per Page no 23, 24, 25				
8.	Bid Security for the following parts HIV RAPID TEST KITS				
i-	IIInd Antigen				
ii-	IIIrd Antigen				
9.	Certificate related to ISI/CE Marked items				
10.	Annual Turn over statement (should not be less than rupees1.00 Crore annually)				
11.	Others (specify)				

Signature of the Bidder with Seal

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(LETTER OF AUTHORITY FROM MANUFACTURER FOR HIV TEST KITS)

(Name of manufacture and address)

TO WHOM IT MAY CONCERN

We _____ (Name of Manufacture) having license No. _____ valid upto _____, a manufacturer duly organized under the laws of _____(Name of Country) and having its principal place of business at _____ (Address of Manufacturer) hereby make, constitute and appoint _____ (Name of agent) a company duly organized under the laws of _____ (Name of Eligible Source Country) and having its principal place of Business at _____ (Address of Trading Company), to be our true and lawful attorney in fact to do the following :

- 1) To represent and bind us in India for the purchaser's Invitation for Bids (IFB) No. _____ for supply of theproposed in the bid which we manufacture or produce.
- 2) That, as a manufacturer, we bind ourselves as co- maker of the bid and jointly and severally responsible for the compliance of the said bid.
- 3) That we hereby give and grant to the said _____ (Name of agent) full power and authority to do and perform all and every act and thing whatsoever, requisite, necessary and proper to be done in the premises, as full to all purposes as we might or could do, with full power of substitution and renovation, hereby rectifying and confirming all that _____ (name of agent) or its duly authorized representative shall lawfully do, or cause to be done by virtue hereof.

TESTIMONY WHEREOF WE HAVE HERETO SIGNED THIS DOCUMENT
ON _____ 20_____.

Accepted on _____, 20_____.

NAME OF TRADING COMPANY

NAME OF ISSUING MANUFACTURER

(Name of duly authorized representative
sign, rank or position)

(Name of duly authorized representative to
sign, rank or position)

Authorized Signatory

Authorized Signatory

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Page No. 14

(Shall be submitted for each item separately on the letterhead of the manufacturer on this format)

1- BID FORM

Date
 Credit no.: 3242-IN
 IFB No.

To,

**Project Director,
 Rajasthan State AIDS Control Society,
 Directorate of Medical & Health Services,
 Swasthya Bhawan, Tilak Marg, C-
 Scheme, Jaipur-302005 (Raj.)**

Dear Sir,

Having examined the Bidding Documents, including Addenda No....., the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of Rs..... (Hereinafter called” the Total Bid Price”) or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedule attached herewith and are made part of this bid.

We undertake, if our bid accepted, to deliver the Goods in accordance with the delivery schedule Specified in the schedule of requirements.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the amounts and within the times specified in the bidding Documents.

We agree to abide by this bid, for the Bid validity period specified in conditions of contract and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely” Prevention of Corruption Act. 1988”

Commissions or gratuities, if any paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the contract, are listed below:

Conti.....

Signature of the Bidder with seal

RAJASTHAN STATE AIDS CONTROL SOCIETY

(Directorate, Medical & Health Services

Swasthya Bhawan, Tilak Marg, C- Scheme, Jaipur)

(Phone No. 0141-2225532, 2222452 FAX No. 0141 – 2221792)

Name & address of agent	Amount in Indian Rupees	Purpose of Commission or Gratuity
.....
.....
.....

(if none, state “none”)

We confirm that we comply with the eligibility requirement as per conditions of contract of the bidding documents.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this..... day of.....

Signed.....

Date.....

In the capacity of.....

Duly authorized to sign this bid for and on behalf of.....

Signature of the Bidder with seal

Business address

RAJASTHAN STATE AIDS CONTROL SOCIETY

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(Phone No. 0141-2225532, 2222452 FAX No. 0141 – 2221792)

MANUFACTURERS AUTHORIZATION FORM

NO.....DATED.....

TO,

.....,
.....,
.....,

Dear Sir,

IFB No.....

We Who are established and reputable manufacturers of (Name and description of goods offered) having factories at (Address of factory) do hereby authorize M/s (Name and Address of Agent) to submit a bid, and sign the contract with you for the goods manufactured by us against the above I.F.B.

No Company or Firm or individual other than M/s are authorized to bid, and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guarantee and warranty for the goods and service offered for supply by the above firm against the IFB.

Yours faithfully(Name)
(Name of manufacturer)

Note: The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer, it should be included by the bidder in its bid.

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(To be typed on Non- Judicial Stamp paper of Rs. 100/- only and duly notarized)

UNDERTAKING

I/We _____

_____ (Name & full address of the

tendering firm) Solemnly declare that the **HIV (RAPID) TEST KITS** manufactured and supplied by us during last 5 (Five) years have not been declared low standard of quality.

M/s _____

Place _____

Dated _____

Signature of the Bidder with Seal

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(To be typed on Non- Judicial Stamp paper of Rs. 100/- only and duly notarized)

DECLARATON FORM

(For HIV Test Kits Declared Sub-Standard during Last 5 Years)

For the supply of HIV Test Kits Tender No. RSACS/AIDS/Test-Kits/Tenders/2008-09.....

Dated..... due on.....

S.No.	Name of Test Kit	B.NO.	Mfg. Date	Exp. Date	Reason for not of Standard	Penalty

Dated: _____

(Signature of the authorized person with Seal)

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FORMAT OF TECHNICAL BID FOR HIV (RAPID) Tests - IInd ANTIGEN

(Pack size of test kits should not be more than 50- test per kit

Description of Item	Specification	Brand Name	Qty.

- Note: - 1. A Sample of each type of Test Kit may be enclosed with this bid for testing.
 2. A copy of catalogue/brochure of the above mentioned item by the bidder may also be attached with this bid.

Signature of the Bidder with Seal

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FORMAT OF TECHNICAL BID FOR HIV (RAPID) Tests - Ilrd ANTIGEN

(Pack size of test kits should not be more than 50- test per kit

Description of Item	Specification	Brand Name	Qty.

- Note: - 1. A Sample of each type of Test Kit may be enclosed with this bid for testing.
 2. A copy of catalogue/brochure of the above mentioned item by the bidder may also be attached with this bid.

Signature of the Bidder with Seal

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PRICE SCHEDULE FOR TEST KITS FOR HIND ANTIGEN

S.No.	Item Description (as per Technical Specifications)	Brand Name	Pake size Test per Kit	Quantity	Unit price per test	Total Price (E*F) Infigures/inwords	Taxes VAT/CST @	Total Bid Price (G+H)
A	B	C	D	E	F	G	H	I

(g) If VAT/CST is exempted than exemption certificate is to be enclosed.

(h) In case of discrepancy between unit price and total price the unit price shall prevail.

We agree to supply the above Goods (Test kits) in accordance with the technical specifications for a contract price as mentioned above within the specified period as mentioned in schedule of requirement.

We also confirm that the normal commercial warranty/guarantee of 04 months shall apply to the offered Goods.

Place

Date

Signature of the Bidder with seal

Business address

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PRICE SCHEDULE FOR TEST KITS FOR IIIrd ANTIGEN

S.No.	Item Description (as per Technical Specifications)	Brand Name	Pake size Test per Kit	Quantity	Unit price per test	Total Price (E*F) Infigures/inwords	Taxes VAT/CST @	Total Bid Price (G+H)
A	B	C	D	E	F	G	H	I

(i) If VAT/CST is exempted than exemption certificate is to be enclosed.

(j) In case of discrepancy between unit price and total price the unit price shall prevail.

We agree to supply the above Goods (Test kits) in accordance with the technical specifications for a contract price as mentioned above within the specified period as mentioned in schedule of requirement.

We also confirm that the normal commercial warranty/guarantee of 04 months shall apply to the offered Goods.

Place

Date

Signature of the Bidder with seal

Business address

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Technical Specifications of HIV Test Kits

HIV (RAPID) Test Kits General Specifications

1. Should be solid phase/particle coated with synthetic/ recombinant HIV- I & HIV- II antigens.
2. The assay should detect antibodies to HIV- I & HIV- II antibodies by Enzyme Immuno Assay/Agglutination/any other principle.
3. The product should be able to detect antibodies of HIV-I & II during early sero-conversion period.
4. The product should have positive and negative controls.
5. The kit should have a shelf life of minimal 12 (twelve) months at the port of discharge of consignees end which ever is applicable.
6. Adequate literature dealing the components methodologies validity criteria and performance characteristics of the product should be provided with each kit.
7. The kit to be procured should have approval of the statutory authority in its country of origin to satisfy the requirements of Drug & Cosmetics Act in India.
8. Should have sensitivity level at 99.8% and above and specificity level at 98% and above.
9. In case of indigenous manufacturers they shall have license issued by the competent authority defined under Drugs and Cosmetics Act, 1940 after appropriate evaluation by the centers approved by DCG (I).
10. The supplier/local agent should have facility for storage of kits at 2°C-8°C.
11. The total procedure time shall not be more than 30 minutes.
12. Provision shall be made for conducting single test at a time.
13. The packing size shall be made for conducting single test at a time.

Note: NACO is supplying Comb Aids, as Ist Test for HIV screening presently. It has synthetic peptide Antigen. So, Quotations for IInd & IIIrd type Antigen Test must have separate antigenic principle to this.

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TECHNICAL SPECIFICATION

1. Production package specifications

1.1 The Goods purchased by the Purchaser under this invitation for Bids are included in the national formulary. The required packing standards and labeling must meet the latest requirement of the goods manufacturing practice (GMP Standards) in all respects and must follow Drug and Cosmetic Act 1940. (These standards are contained in “Good Practices in the Manufacture and Quality Control of Drugs.”

1.2 Product Specifications indicate acceptable limits and the Supplier, upon award of the contract, must provide the referral standards and testing protocols to allow for quality control testing.

1.3 All packing must be properly sealed and tamper-proof and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer’s national regulatory authority (RA).

1.4 All labeling and packaging inserts shall be in English.

1.5 Goods requiring refrigeration or freezing or those that should not fall below a certain minimum temperature for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port or entry.

2. Labeling Instructions

2.1 The label of the primary container/blister etc. for each pharmaceutical product shall meet the GMP standard and shall include:

(a) The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name:

- b. Brand name
- c. The active ingredient “per unit.”
- d. The applicable pharmacopoeia standard.
- e. Content per pack:- As per schedule of requirement
- f. Instruction for use
- g. Special storage requirement
- h. Batch number
- i. Date of manufacture and date of expiry (in clear language, not code);
- j. Name and address of manufacturer
- k. Country of Origin.
- l. Any additional cautionary statement.

Signature of the Bidder with Seal

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2.2 The outer case or cartoon should also display the above information's.

3. Expiration Date

All products must indicate the date of manufacture and expiry. In, addition, unless otherwise stated in the individual product specifications, all products must arrive at the port of entry (for imported goods) or ex-factory warehouse (for local goods) with remaining shelf life of the least 75% of the total stipulated shelf life at the time of manufacture.

4. Recalls

If the product must be recalled because of problem with product quality or adverse reaction to the goods the supplier will be obligated to notify the purchase providing full details of the reason leading to the recall and shall take steps to replace the goods with a fresh batch of acceptable goods or withdraw and give a full refund if the product has been taken off the market due to safety problems.

5. Standards and quality assurance for supply

5.1 All products must:

- (a) Meet the requirement of manufacturing legislation and regulation of pharmaceutical in the country of origin;
- (b) Conform to all the specification contained here in and
- (c) Be certified competent authority the manufacture's country according to the certification scheme on the quality of Pharmaceutical Products moving in the international Commerce.
- (d) Meet all the requirements of drugs and cosmetic act 1940 and rules 1945

Signature of the Bidder with Seal

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