

**MINISTRY OF HEALTH & FAMILY WELFARE**  
**Department of AIDS Control**  
**National AIDS Control Organization**



Government of India

*National HIV/AIDS Control Programme*

***INTERNATIONAL COMPETITIVE BIDDING***

**BID DOCUMENT**

*For*

***PROCUREMENT OF DRY BLOOD SPOT (DBS) COLLECTION  
KIT AND WHOLE BLOOD (WB) COLLECTION KITS***

**IFB NO.:- RITES/MSM/NACP/09/2013**



*(Procurement Agent)*

*Materials System Management Division*

**RITES Ltd., RITES Office Complex, Annex Building, 4<sup>th</sup> Floor,**

**Plot No.144, Sector 44**

**Gurgaon - 122003, Haryana, India**

**Fax: 91(124)2571659/2571660**

**Tel: 91(124) 2728-408/405/403**

**MINISTRY OF HEALTH & FAMILY WELFARE  
Department of AIDS Control  
National AIDS Control Organization**

**Through**

**rites Ltd.,  
rites Office Complex, Annex Building, 4<sup>th</sup> Floor, Plot No.144, Sector 44  
Gurgaon - 122003, Haryana, India  
Fax: 91(124) 2571659/2571660  
Tel: 91(124) 2728-408/405/403**

**INTERNATIONAL COMPETITIVE BIDDING**

**FOR**

***PROCUREMENT OF Dry Blood Spot (DBS) Collection Kit and Whole Blood  
(WB) Collection Kits***

**NAME OF THE PROJECT : - *National HIV/AIDS Control Programme***

**BID REFERENCE: - RITES/MSM/NACP/09/2013**

**DATE OF COMMENCEMENT  
OF SALE OF BID DOCUMENT: 24<sup>th</sup> July 2013**

**DATE AND TIME OF PRE-BID  
CONFERENCE: 16<sup>th</sup> August 2013 at 1400 Hrs. (IST)**

**LAST DATE AND TIME FOR  
RECEIPT OF BID: 11<sup>th</sup> September 2013 up to 1400 Hrs. (IST)**

**TIME AND DATE OF OPENING  
OF BIDS: 11<sup>th</sup> September 2013 at 1415 Hrs. (IST)**

**PLACE OF OPENING OF BIDS: RITES Ltd.,  
MSM Division, RITES Office Complex,  
Annex Building, 4<sup>th</sup> Floor, Plot No.144,  
Sector 44, Gurgaon-122003 (Haryana), India  
Fax: 91(124)2571659/2571660  
Tel: 91(124) 2728-408/405/403**

**ADDRESS FOR COMMUNICATION: RITES Ltd.,  
MSM Division, RITES Office Complex,  
Annex Building, 4<sup>th</sup> Floor, Plot No.144,  
Sector 44, Gurgaon-122003 (Haryana), India  
Fax: 91(124)2571659/2571660  
Tel: 91(124) 2728-408/405/403**

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# *INVITATION FOR BIDS*

## Invitation for Bids (IFB)

<b>Country</b>	<b>: India</b>
<b>Name of Project</b>	<b>: <i>National HIV/AIDS Control Programme</i></b>
<b>Name of Goods</b>	<b>: <i>Dry Blood Spot (DBS) Collection Kit and Whole Blood (WB) Collection Kits</i></b>
<b>IFB No</b>	<b>: RITES/MSM/NACP/09/2013</b>

1. Government of India has received fund from Global Fund (GFATM) towards the cost of World Bank assisted **National HIV/AIDS Control Programme** and it is intended that part of the proceeds of this fund will be applied to eligible payments under this proposed project for supply of ***Dry Blood Spot (DBS) Collection Kit and Whole Blood (WB) Collection Kits*** against Schedule **I & II** for which this invitation for bid is issued.
2. RITES Ltd. (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India now invites sealed bids from eligible bidder for the PROCUREMENT OF Dry Blood Spot (DBS) Collection Kit and Whole Blood (WB) Collection Kits for the quantity as per Schedule of Requirement to the consignees located at **various locations in different states all over India.**
3. Bidding will be conducted through the International Competitive Bidding procedures specified in the World Bank's Guidelines: *Procurement under IBRD Loans and IDA Credits* [January 2011], and is open to all bidders from eligible sources countries as defined in the guidelines.
4. Interested eligible Bidders may obtain further information from RITES Ltd. and inspect the bidding documents at the address given below from 1000 to 1600 hrs.(IST) on all working days.
5. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of **Rs. 5000 or US \$ 110**. The method of payment will be by Demand Draft/Pay Order in favour of RITES Ltd., Payable at Gurgaon, India. The document may be purchased from **24<sup>th</sup> July 2013 to 11<sup>th</sup> September 2013** from the address mentioned below in S. No. 7. The document will be sent by courier on payment of an extra amount of **Rs 900** for domestic bidder and **US \$ 20** for overseas bidder if requested by mail.

Bidders can also download the bid document from RITES website "[www.rites.com](http://www.rites.com)" or [www.nacoonline.org](http://www.nacoonline.org). The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

6. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on **16<sup>th</sup> August 2013 at 1400 hrs (IST)** at the address mentioned below

in S. No. 8. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders.

7. Bids must be delivered to the address below before **1400 hrs (IST) on 11<sup>th</sup> September 2013**. All bids must be accompanied by a bid security as specified in the “Section VI – Schedule of Requirements” of the bidding document. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below at **1415 hrs (IST) on 11<sup>th</sup> September 2013**.

**Group General Manager/MSM  
RITES Ltd.,  
MSM Division, RITES Office Complex, Annex Building,  
4<sup>th</sup> Floor, Plot No.144, Sector 44,  
Gurgaon-122003 (Haryana), India  
Fax: 91(124)2571659/2571660  
Tel: 91(124) 2728-408/405/403  
Email: [rites\\_naco@rediffmail.com](mailto:rites_naco@rediffmail.com), [rites\\_naco@rites.com](mailto:rites_naco@rites.com)**

*SECTION I.*  
*INSTRUCTIONS TO*  
*BIDDERS*

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## Instructions to Bidders

### A. INTRODUCTION

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1. **Scope of Bid**
  - 1.1 The Purchaser, as specified in the **Bid Data Sheet** and in the Special Conditions of Contract (SCC), invites bids for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or nutritional supplements as specified in the **Bid Data Sheet**) described in the Schedule of Requirements. The name and identification number of the Contract is provided in the **Bid Data Sheet** and in the SCC.
  - 1.2 Throughout these bidding documents, the terms “writing” means any typewritten, or printed communication, including e-mail, telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.
2. **Source of Funds**
  - 2.1 The Borrower named in the **Bid Data Sheet** has applied for or received a loan or credit (as identified with the loan/credit number in the **Bid Data Sheet** and called a “loan” in these Bidding Documents) from the International Bank for Reconstruction and Development or from the International Development Association (interchangeably called “the Bank” in these Bidding Documents) equivalent to the amount in U.S. dollars indicated in the **Bid Data Sheet** toward the cost of the Project named in the **Bid Data Sheet**. The Borrower intends to apply a part of the proceeds of this loan to eligible payments under the Contract for which these bidding documents are issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

### 3. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their Agents (whether declared or not), subcontractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of bank financed contracts.<sup>1</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>2</sup>
  - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
  - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>4</sup>
  - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>5</sup>
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to

<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of this sub-paragraph, "party" refers to a public officials; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of this sub-paragraph, "party" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>5</sup> For the purpose of this sub-paragraph, "party" refers to participants in the procurement process or contract execution.

investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agent, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>6</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time, (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>7</sup> sub-

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<sup>6</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of Bank Guidelines (January 2011).

<sup>7</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-

contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;

- (e) will require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank: and
- (f) will require that, when a Borrower procures goods, works or non-consulting services directly from a United Nations (UN) agency in accordance with paragraph 3.10 of Bank Guidelines (January 2011) under an agreement signed between the Borrower and the UN agency, the above provisions of this paragraph 3.1 regarding sanctions on fraud and corruption shall apply in their entirety to all suppliers, contractors, service providers, consultants, sub-contractors or sub-consultants, and their employees that signed contracts with the UN agency.

As an exception to the foregoing, paragraph 3.1 (d) and (e) will not be apply to the UN agency and its employees, and paragraph 3.1 (e) will not apply to the contracts between the UN agency and its suppliers and service providers. In such cases, the UN agencies will apply their own rules and regulations for investigating allegations of fraud or corruption subject to such terms and conditions as the Bank and the UN agency may agree, including an obligation to periodically inform the Bank of the decision and actions taken. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. UN agencies shall consult the Bank's list of firms and individuals suspended or debarred. In the event a UN agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not financed the related expenditures

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qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

and will apply other remedies as appropriate.

- 3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 5.4 and 23.1 (d) of the General Conditions of Contract.
- 3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the Bank will cancel the portion of the loan allocated to a Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Borrower or of a beneficiary of the loan during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

#### **4. Eligibility**

- 4.1 Except as provided in ITB Sub-Clauses 4.2 and 4.3, this bidding process is open to qualified (prequalified or not) firms from any country, pursuant to the *Guidelines: Procurement under IBRD Loans and IDA Credits* herein referred to as the *Procurement Guidelines*.
- 4.2 Firms of a member country may be excluded from bidding if:
  - (a) either: (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
  - (b) a firm has been engaged by (i) the Borrower or (ii) the Purchaser or (iii) a Purchasing Agent that has been duly authorized to act on behalf of the Borrower or Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.
  - (c) government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent

agency of the Borrower or Sub-Borrower under a Bank-financed project shall be permitted to bid or submit a proposal for the procurement of Goods under the project.

- 4.3 A firm declared ineligible by the Bank in accordance with ITB Sub-Clause 3.1 (c) shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank.
- 4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.
- 4.4 Pursuant to ITB Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

## **5. Eligible Goods and Services**

- 5.1 Funds from Bank loans are disbursed only on account of expenditures for the Goods and Services, provided by nationals of, and produced in or supplied from eligible source countries as defined in the edition of the *Procurement Guidelines* specified in the **Bid Data Sheet** and in Section III. Goods produced or Services supplied from a Bank member country may be excluded if that member country is subject to the conditions specified in ITB Sub-Clause 4.2 (a) (i) or (ii).
- 5.2 For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.
- 5.3 For purposes of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, commissioning, and training.

## **6. Documents Establishing Eligibility of Goods and Services and Conformity to**

- 6.1 Pursuant to ITB Clause 14, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the eligibility of the Health Sector Goods and services to be supplied under the Contract.
- 6.2 The documentary evidence of the eligibility of the Goods

**Bidding Documents**

and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services offered that shall be confirmed by a certificate of origin issued at the time of shipment.

6.3 The documentary evidence of conformity of the Goods and Services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the Goods;
- (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- (c) any other procurement-specific documentation requirement as stated in the **Bid Data Sheet**.

6.4 Unless the **Bid Data Sheet** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser's country. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser either:

- (a) a copy of the Registration Certificate of the Goods for use in the Purchaser's country.

OR, if such Registration Certificate has not yet been obtained,

- (b) evidence establishing to the Purchaser's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in the **Bid Data Sheet**.

6.4.1 The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within the Purchaser's country. The agency and contact person able to provide additional information about registration are identified in the **Bid Data Sheet**.

6.4.2 If the Goods of the successful Bidder have not been registered in the Purchaser's country at the time of Contract signing, then the Contract shall become



effective upon such date as the Certificate of Registration is obtained.

- 6.5 For purposes of the commentary to be furnished pursuant to ITB Clause 6.3 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## 7. Qualifications of the Bidder

- 7.1 The Bidder shall provide documentary evidence to establish to the Purchaser's satisfaction that:
- (a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet**, and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet**. If a prequalification process has been undertaken for the Contract, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification.
  - (b) in the case of a Bidder offering to supply Health Sector Goods, identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in the Purchaser's country;
  - (c) in the case of a Bidder who is not doing business within the Purchaser's country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (d) the Bidder meets the qualification criteria listed in the **Bid Data Sheet** (see additional clauses of Bid Data Sheet for pharmaceuticals and vaccines).

- 8. One Bid per Bidder**      8.1 A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20). A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.
- 9. Cost of Bidding**      9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. THE BIDDING DOCUMENTS

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- 10. Content of Bidding Documents**      10.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 12.
- Section I. Instructions to Bidders (ITB)
  - Section II. Bid Data Sheet (BDS)
  - Section III. Eligibility
  - Section IV. General Conditions of Contract (GCC)
  - Section V. Special Conditions of Contract (SCC)
  - Section VI. Schedule of Requirements
  - Section VII. Technical Specifications
  - Section VIII. Sample Forms (including Contract Agreement)
- 10.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, said Bidding Documents will take precedence.
- 11. Clarification of Bidding Documents**      11.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the **Purchaser** in writing or by cable (for these ITB, the term "cable" is deemed to include electronic mail, telex, or facsimile) at the **Purchaser's** address **indicated in the Bid Data Sheet**. The **Purchaser** will respond **in writing to any request for clarification received no later than fourteen (14) calendar days** prior to the deadline of submission of bids. Copies of the Purchaser's response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source.

**12. Amendment of Bidding Documents**

- 12.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.
- 12.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
- 12.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify all Bidders by cable confirmed in writing of the extended deadline.

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**C. PREPARATION OF BIDS**

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**13. Language of Bid**

- 13.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Bid, the translation shall govern.

**14. Documents Constituting the Bid**

- 14.1 The bid submitted by the Bidder shall comprise the following:
- (a) duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section VIII;
  - (b) original form of bid security in accordance with the provisions of ITB Sub-Clause 19 (Bid Security);
  - (c) alternative offers, at the Bidder's option, when permitted;
  - (d) written power of attorney authorizing the signatory of the bid to commit the Bidder;

- (e) in the absence of prequalification, documentary evidence in accordance with ITB Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Bidder's eligibility to bid including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;
- (f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Goods and ancillary services to be supplied by the Bidder are eligible Goods and Services, pursuant to ITB Clause 5, and that they conform to the Bidding Documents;
- (g) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 7 that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Paragraph 7.1 (a) the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in said information, a statement to this effect;
- (h) any other documentation as requested in the **Bid Data Sheet**.

## 15. Bid Form

- 15.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.
- 15.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
  - (a) **Group A:** Bids offering Health Sector Goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be produced or manufactured has been engaged in producing or manufacturing such Goods at least since the date of bid submission.
  - (b) **Group B:** All other bids offering Health Sector Goods

from within the country of the Purchaser.

- (c) **Group C:** Bids offering Goods of foreign origin already imported or to be imported by the Purchaser directly or through the Supplier's local agent.

15.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

## 16. Bid Prices

16.1 Prices shall be quoted as specified in each Price Schedule included in Section VIII, Sample Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section III Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section III Eligible Countries.

16.2 Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the **Bid Data Sheet**.

a. For Goods manufactured outside the Purchaser's

Country, to be imported:

- (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **Bid Data Sheet**;
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the **Bid Data Sheet**;
  - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **Bid Data Sheet**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:

*[For previously imported Goods, the quoted CIP price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the CIP price which is the difference of those values.]*

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country obtained as the difference between (i) and (ii) above;

- (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
    - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the **Bid Data Sheet**.
  - (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
    - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 16.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 16.4 The Bidder's separation of price components in accordance with ITB Clause 16.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 16.5 Unless otherwise specified in the **Bid Data Sheet**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 29. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price will not be adjusted.
- 16.6 Pursuant to Sub-Clause 16.1 above, and if so indicated in the **Bid Data Sheet**, bids are being invited for one or more items, or for individual Contracts (lots) each comprising at least eighty percent (80%) of the total number of items required under the lot. In both cases, each item offered must comprise the full quantity required under that item. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price

reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid prices.

**17. Currencies of Bid** 17.1 Prices shall be quoted in the following currencies:

- (a) The Bidder may express the bid price of the Health Sector Goods to be supplied from outside the Purchaser's Country entirely in the currency or currencies of Bank member countries. If the Bidder wishes to be paid in a combination of different currencies, it must quote its price accordingly, but no more than three foreign currencies may be used.
- (b) Unless otherwise specified in the **Bid Data Sheet**, the Bidder shall express its prices for such goods to be supplied from within the Purchaser's country in the currency of the country of the borrower.

**18. Period of Validity of Bids** 18.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the date of bid submission specified in ITB Clause 23. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension, the contract price will be increased by a factor that reflects changes in the cost of inputs specified in the request for second and subsequent extensions.

**19. Bid Security** 19.1 If required, in the **Bid Data Sheet**, the Bidder shall furnish, as part of its bid, a bid security as specified in the **Bid Data Sheet**, or a Bid Securing Declaration. The amount of the Bid Security shall be as stipulated in the **Bid Data Sheet** in the currency of the Purchaser's country, or the equivalent



amount in a freely convertible currency.

- 19.2 The bid security shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 18.2.
- 19.3 The bid security shall, at the Bidder's option, be in the form of either a letter of credit or a bank guarantee from a reputable banking institution, or a bond issued by a surety selected by the Bidder and located in any country. If the institution issuing the bond is located outside the purchaser's country, it shall have a correspondent financial institution located in the purchaser's country to make it enforceable. The format of the bank guarantee/bond shall be in accordance with the forms included in the bidding documents; other formats may be permitted, subject to the prior approval of the Purchaser.
- 19.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as nonresponsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.
- 19.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible.
- 19.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited
  - (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 18.2 and 25.3; or
  - (b) in the case of a successful bidder, if the Bidder fails within the specified time limit to:
    - (i) sign the contract, or
    - (ii) furnish the required performance security.
- 19.8 If a bid security is **not required in the BDS**, and
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or
  - (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 39; or furnish a performance

security in accordance with ITB 40;

the Borrower may, **if provided for in the BDS**, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time **as stated in the BDS**.

**20. Alternative Bids  
by Bidders**

20.1 Unless **specified in the Bid Data Sheet**, alternative bids shall not be accepted.

**21. Format and  
Signing of Bid**

21.1 The Bidder shall prepare an original and the number of copies/sets of the bid indicated in the **Bid Data Sheet**, clearly marking each one as “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.

21.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 14.1 (d) shall accompany the bid.

21.3 Any interlineation, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.

21.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract.

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## **D. SUBMISSION OF BIDS**

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**22. Sealing and  
Marking of Bids**

22.1 Bidders may always submit their bids by mail or by hand. When so specified in the **Bid Data Sheet**, bidders shall have the option of submitting their bids electronically.

(a) The Bidder shall enclose the original and each copy of the bid including alternative bids, if permitted in accordance with ITB Clause 20, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes containing the original

and copies shall then be enclosed in another envelope.

- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **Bid Data Sheet**

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser at the address given in the **Bid Data Sheet**;
- (c) bear the specific identification of this bidding process indicated in the **Bid Data Sheet**, the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet**; and
- (d) bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 23.1.

22.3 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 22.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

**23. Deadline for Submission of Bids**

23.1 Bids must be received by the Purchaser at the address specified in the **Bid Data Sheet** relating to ITB Sub-Clause 22.2 (b) no later than the time and date specified in the **Bid Data Sheet**.

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 12.3, 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.

**24. Late Bids**

24.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the **Bid Data Sheet** pursuant to ITB Clause 23 will be rejected and returned unopened to the Bidder.

**25. Modification and Withdrawal of Bids**

25.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of bids.

25.2 The Bidder's modification shall be prepared, sealed, marked, and dispatched as follows:

- (a) The Bidder shall provide an original and the number of copies specified in the **Bid Data Sheet** of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" and "BID MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION."
- (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 22.2 and 22.3.

25.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids. The notice of withdrawal shall:

- (a) be addressed to the Purchaser at the address named in the **Bid Data Sheet**,
- (b) bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words "BID WITHDRAWAL NOTICE," and
- (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.

25.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.3, shall be returned unopened to the Bidders.

25.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 19.7.

## **E. OPENING AND EVALUATION OF BIDS**

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### **26. Bid Opening**

26.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time,

on the date, and at the place specified in the **Bid Data Sheet**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Clause 22.1, shall be as specified in the **Bid Data Sheet**. Bidders' representatives shall sign a register as proof of their attendance.

- 26.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding bid.
- 26.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts and alternative offers, if allowed in the Bid Data Sheet; the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 24.1.
- 26.4 Bids (and modifications sent pursuant to ITB Sub-Clause 25.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 26.5 The Purchaser will prepare minutes of the bid opening at the end of the opening session, including, as a minimum: the name of the Bidder and whether there was a withdrawal or modification; the bid price; including any discounts or alternatives offered if permitted in the Bid Data Sheet; the presence or absence of a bid security; the presence or absence of requisite powers of attorney.
- 26.6 The Bidder's representatives who are present shall be requested to sign the minutes. The omission of a Bidder's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Bidders who request them.

## **27. Clarification of Bids**

- 27.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be

sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 30.1.

**28. Confidentiality**

- 28.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 28.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 28.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

**29. Examination of Bids and Determination of Responsiveness**

- 29.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder.
- 29.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 29.3 Prior to the detailed evaluation, pursuant to ITB Clause 32, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's

rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

29.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

### **30. Correction of Errors**

30.1 Arithmetical errors will be rectified as follows. 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 or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected.

### **31. Conversion to Single Currency**

31.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to either:

(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country.

**or**

(b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

31.3 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.

### **32. Evaluation and Comparison of Bids**

32.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 29.

32.2 The Purchaser's evaluation of a bid will exclude and not

take into account:

- (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;
- (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
- (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

32.3 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 .

32.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Sub-Clause 16.2, one or more of the following factors as specified in the BDS, and quantified in ITB Sub-Clause 32.5:

- (a) delivery schedule offered in the bid;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

32.5 For factors retained in the **Bid Data Sheet** pursuant to ITB Sub-Clause 32.4, one or more of the following quantification methods will be applied, as detailed in the **Bid Data Sheet**:

- (a) Delivery schedule.
  - (i) The Purchaser requires that the Health Sector Goods under these Bidding Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of



arrival of the Health Sector Goods at the site will be calculated for each bid after allowing for reasonable international and inland transportation time. A delivery “adjustment” will be calculated for and added to each bid by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the expected time of arrival specified in the Bidding Documents for evaluation purposes. No credit shall be given to early delivery.

**or**

- (ii) The Health Sector Goods covered under these Bidding Documents are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

**or**

- (iii) The Health Sector Goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(b) Deviation in payment schedule.

- (i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider

the alternative payment schedule offered by the selected Bidder.

**or**

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is permitted in the **Bid Data Sheet**, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.
- (c) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or in the Technical Specifications.

### **33. Domestic Preference**

- 33.1 If indicated in the **Bid Data Sheet** and for the purpose of bid comparison, the Purchaser will grant a margin of preference to Goods manufactured in the Purchaser's country. This margin of preference will be granted in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Paragraph 15.2 (a).
- 33.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify if necessary, the bid group classification to which Bidders assigned their bids in preparing their Bid Forms and Price Schedules.
- 33.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for Contract award.
- 33.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported Goods offered in each Group C bid, for the

purpose of this further comparison only, a flat rate of

fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such Goods..

Domestic preference will be applied only to those items indicated in the Schedule of Requirements that meet the criteria under Paragraph 15.2 (a).

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Sub-Clause 33.3 above, will be selected for award.

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## F. AWARD OF CONTRACT

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- 34. Postqualification**
- 34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 7.1 and any additional postqualification criteria stated in the **Bid Data Sheet**. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the lowest evaluated bid to perform the Contract.
- 34.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate.
- 34.3 An affirmative postqualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

- 35. Award Criteria**      35.1 Pursuant to ITB Clauses 32, 33, and 38, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 34.
- 36. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**      36.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
- 37. Purchaser's Right to Vary Quantities at Time of Award**      37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 38. Notification of Award**      38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted.
- 38.2 The notification of award will constitute the formation of the Contract.
- 38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.
- 38.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
- 38.5 The Purchaser shall publish in UNDB online and in the dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request

in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

**39. Signing of Contract**

- 39.1 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 39.2 Within twenty-eight (28) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

**40. Performance Security**

- 40.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Bidding Documents, or in another form acceptable to the Purchaser.
- 40.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 39 or ITB Sub-Clause 40.1 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.
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# *SECTION II. BID DATA SHEET*

## Bid Data Sheet

The following specific data for the Goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the ITB.

### A. GENERAL

ITB 1.1	<p><b>Name of Purchaser:</b> National AIDS Control Organization Department of AIDS Control Ministry of Health &amp; Family Welfare (Govt. of India)</p> <p><b>Name of Authorized Procurement Agent:</b></p> <p style="padding-left: 40px;">RITES Ltd., RITES Office Complex, Annex Building, 4<sup>th</sup> Floor Plot No.144, Sector 44 Gurgaon. 122003,(Haryana)-India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-408/405/403 E-Mail: rites_naco@rediffmail.com</p> <p>RITES will be handling the bidding process as well as sign the contracts for this IFB on behalf of the Purchaser. The Purchaser will exercise all rights and obligations through RITES for the purpose of this tender.</p> <p><b>Type of Goods:</b> PROCUREMENT OF Dry Blood Spot (DBS) Collection Kit and Whole Blood (WB) Collection Kits</p> <p><b>Name and identification number of the Contract:</b></p> <p>PROCUREMENT OF Dry Blood Spot (DBS) Collection Kit and Whole Blood (WB) Collection Kits</p> <p><b>IFB No. -</b> RITES/MSM/NACP/09/2013</p>
ITB 2.1	<p><b>Name of the Borrower:</b> Ministry of Health &amp; Family Welfare, (Govt of India.)</p> <p><b>Name of Project:</b> National HIV/AIDS Control Programme</p> <p>Schedules <b>I &amp; II</b> are to be financed by GFATM.</p>
ITB 4.1 & 5.1	<p>Applicable edition of the <b><i>Guidelines: Procurement under IBRD Loans and IDA Credits</i></b>: [January 2011]</p>
ITB 4.3	<p>The list of such ineligible firms is available on the website of World Bank "<a href="http://www.worldbank.org/debar">http://www.worldbank.org/debar</a>"</p>

ITB 6.3 (c)	<p>Documentation requirements for eligibility of Goods. In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following documents should be included with the Bid:</p> <p>The Goods offered should meet the specified pharmaceuticals standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of new drug), the Bidder will provide testing protocols and alternative standards.</p>
ITB 6.4	<p>A bidder must submit a copy of the registration certificate of the Goods for use in India with its bid or before signing of the contract.</p>
ITB 6.4 (b)	<p>By the time of Contract signing, the successful Bidder shall have submitted the following documentary evidence:</p> <p>Copy of Registration Certificate establishing registration of the Goods to be supplied under the Contract, with the National Regulatory Authority of India (CDSCO).</p> <p>Note: Bidders are requested to inquire in advance about the registration requirements and procedures in order to avoid any delays due to involvement of various government agencies. Purchaser shall not be responsible for any delay on this account.</p>
ITB 6.4.1	<p>Additional information about the requirements for registration can be obtained from the Website: <a href="http://www.cdsco.nic.in">www.cdsco.nic.in</a></p>
ITB 7.1 (a)	<p><b>Qualification requirements for Bidders are listed below:</b></p> <p>The qualification criteria and the supporting document/information to be submitted along with the bid are detailed below:</p> <p><b>(A) Manufacturer Bidders</b></p> <ul style="list-style-type: none"> <li>(i) that, in the case of a Bidder offering to supply Goods under the Contract which the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: <ul style="list-style-type: none"> <li>(a) is incorporated in the country of manufacture of the Goods;</li> <li>(b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods covered by the IFB;</li> <li>(c) has manufactured and marketed the specific good covered by the bidding document (i.e. Whatman 903 DBS Cards for Schedule I and Butterfly winged infusion set (23G) for WBC Kit for Schedule II) for at least <b>one (1) year in the last five (5) years</b>, and for <b>similar goods (viz. Blood Collection kits)</b> for at least <b>three (3) years in the last five (5) years</b>. In support of this, data on past performance should be submitted as per Form 11 in Section VIII;</li> </ul> </li> </ul>



- (d) has shown evidence of compliance [for the factory where the specific goods are manufactured and are being offered for supply] with ISO 13485:2003 (or FDA 21 CFR 820) by way of accreditation by an independent recognized certification body."
- (e) provides the evidence that it has the financial, technical and production capability necessary to perform the contract as under:
  - 1. that it has successfully completed **at least one (1) contract for similar goods** 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 e.g. Blood Collection kits. Bidder shall submit list of major supply contracts conducted within the last five years as per form 11 (Proforma for Performance Statement) in Section VIII.
  - 2. that it has achieved an actual annual production of similar goods (i.e. Blood Collection kits) of **the quantity at least equal** to as specified in relevant schedules in "Section VI Schedule of Requirements" during any **one of the last five (5) financial years**; certified by chartered accountant and supported by audited Annual Report. If the bidder quotes for more than one schedule the above criteria will be cumulative.
  - 3. that it has generated an **annual turnover of the value of at least equal to as specified in Appendix 'B', during any one of the last five financial years**, to qualify for a particular schedule. If the bidder quotes for more than one Schedule, the above criteria shall be cumulative. The turnover is to be supported by **audited financial statements** of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) for the past **five financial years** duly certified by the auditor of the Company.

When offering their bid for more than one schedule, 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

- (I) Actual annual production (sub-clause (e) (2) above) and
- (II) Actual annual turnover (sub-clause (e) (3) above).

Hence, if the bidder quotes for more than one schedule, the above criteria shall be cumulative. In case a bidder fails to fully meet any of these criterias, it will be qualified only for those schedules for which the bidder meets the above requirements and the combination of schedules to be awarded to such bidder will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer in this regard shall be final and binding on the bidder.

Note: However, the cumulative criteria will not be applicable for one successfully completed contract within the last five years (sub-clause A (i)(e) 1 above) that mean if a firm has completed one contract of value more than Rs. x Million then it will qualify for all schedules whose value less than Rs. x Million.

4. That it has adequate experience and knowledge of modes of packing, distribution, and transportation of pharmaceuticals and Blood Collection kits similar to those subject to bidding under logistical and climatic conditions similar to the ones in the purchaser's country. It should provide names of clients/countries to which the bidder has supplied (including packaged, distributed, and transported) products worth at least equivalent to US \$ 50,000 or more within the past five years.

(ii) The Bidder shall also submit the following additional information/documents:

- A copy of its manufacturing license
- copies of its audited financial statements for the past three fiscal years.
- details of on-site quality control laboratory facilities and services and range of tests conducted;
- list of major supply contracts executed/ secured (Completed and ongoing) within the last five years as per Form 11 in Section VIII.
- A copy of the achieved annual production rate certified by Chartered Accountant.
- Capacity and quality certification form in the specified format (Form 12 of Section VIII).
- The bidder shall disclose instance of previous past performance that may have resulted into adverse actions

taken against the bidder during the **last two 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 instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.

**(B) Non Manufacturer Bidder**

- a) In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, (all supporting documents **that the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under (A) above** /information as asked above for manufacturer shall be submitted with the bid), as per authorization Form 8 in Section VIII;
- b) The bidder has successfully completed **at least one similar contract** within the period of **last five (5) years** (preceding two months before the date of opening of bids) for supply of goods. Minimum value of the completed contract should be at **least 50% of the value** indicated against each schedule as indicated in 'Appendix A' and that includes comparable products e.g. e.g. Blood Collection kits.
- c) that it has generated an annual turnover of **at least 50% of the value** as given in 'Appendix B', in any one of the **last five (5) financial years**, to qualify for a particular schedule. If the bidder quotes for more than one Schedule, the above criteria shall be cumulative. The turnover is to be supported by **audited financial statements of accounts** (including balance sheet, profit and loss account, auditor's reports, and IT returns) for the **past five fiscal years duly certified by the auditor of the Company**.
- d) NOTE: In case any bidder is lowest evaluated & responsive in more than one schedule but fails to meet the cumulative requirement of turn over for those schedules, consideration of bid for specific schedule wherein he meets the requirement of the schedule, will be at the sole decision of the buyer.
- e) The bidder will also submit the list of major supply contracts completed within the last five years as per Form 11 in Section VIII.
- f) The bidder shall disclose instance of previous past

performance that may have resulted into adverse actions taken against the bidder during the **last two 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 instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid .

NOTE- An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.

**(C) For both (A) and (B)**

The Bidder shall also submit the following additional information:

1. Copies of its audited financial statements for the past three fiscal years.
2. List of major supply contracts conducted (Completed & ongoing) with in **last five years** as per form 11 in Section VIII.
3. 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 two 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.
4. The bidder shall provide an undertaking that:
  - (a) 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.
5. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; **written power of attorney** of the signatory of the Bid to commit the Bidder;

**Note:**

- (a) The bidder must complete the check list given in Form 22 in Section VIII and submit it along with the Bid. It is essential that Bidders review carefully this Checklist to ensure that their Bid is complete and includes all required information.
- (b) The bidder should serially number all the documents of his bid, provide a summery table & sign/initial all the pages.
- (c) Details of two persons that RITES may contact for requests for clarification during bid evaluation:

Name		
Telephone No (direct)		
Email address		

- (d) 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.
- (e) Bidder should furnish Authority to the Purchaser to seek references from the Bidder's bankers.

ITB 7.1 (d)

The bidder meets the qualification criteria as listed in the Bid Data Sheet as above in 7.1 (a)

ITB 8.1

The current text is replaced by:

"A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner of a joint venture. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A Subcontractor in any bid may participate in more than one bids, but only in that capacity. A firm that submits a bid individually or as a joint venture partner, and also participates in any capacity in another bid, will cause all the bids in which the firm has participated to be disqualified."

## B. THE BIDDING DOCUMENTS

ITB 11.1

Purchaser's duly authorized Procurement Agent's address:

**Group General Manager/MSM  
RITES Ltd.,**

	<b>MSM Division, RITES Office Complex, Annex Building, 4th Floor, Plot No.144, Sector 44, Gurgaon-122003 (Haryana), India</b> <b>Fax: 91(124)2571659/2571660</b> <b>Tel: 91(124) 2728-408/405/403</b> <b>Email: rites_naco@rediffmail.com, rites_naco@rites.com</b>
ITB 11.2	<p>Add as clause 11.2 to the ITB the following</p> <p>Pre Bid meeting: - The bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below: -  <b>Date: 16<sup>th</sup> August 2013</b>  <b>Time: 1400 hrs (IST)</b>  <b>Venue:</b>  <b>MSM Division,</b>  <b>RITES Ltd., RITES Office Complex,</b>  <b>Annex Building, 4th Floor, Plot No. 144, Sector 44,</b>  <b>Gurgaon – 122003, Haryana, India</b></p> <p>Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder.</p>

### C. PREPARATION OF BIDS

ITB 13.1	<p>The language of all correspondence and documents related to the bid is: <b>English</b>. Moreover, the key passages of all accompanying printed literature in any other language must be translated into the above language.</p>
ITB 14.1 (h)	<p>In addition to the documents stated in Paragraphs 14.1 (a) through (g), the following documents must be included with the Bid:</p> <ul style="list-style-type: none"> <li>➤ The manufacturer's authorization form in Form 8 of Section VIII.</li> <li>➤ Legally valid joint venture agreement, if applicable, specifying the financial stakes of each of the joint venture partners</li> <li>➤ Bidders who are not primary manufacturers should provide evidence that their product offered in the bid conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities.</li> </ul>

	<p>➤ A “primary manufacturer” is defined as a company that performs all the manufacturing and processing operations needed to produce the specific good 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 designate 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>
ITB 15.4	<p>Insert new clause 15.4 as under:</p> <p>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 ex-works/ex-factory/ex-warehouse/ex-showroom/ or off-the-shelf as applicable. Bids offering supplies partly as ex-works and partly as CIP will be classified as Group C bid only.</p>
ITB 16.1	<p>Add at the end of the Para the following</p> <p>“The bidders are allowed the option to submit the bids for any one or more schedules specified in the ‘Schedule of Requirements (Section VI)’”</p>
ITB 16.2 (a) (i)	<p>Insert the words “excise and other” in between the words “customs” and “duties” in lines 3 and 4 of this Sub-Clause</p>
ITB 16.2 (a) (ii)	<p>Insert the word “, or Vat” after word “Sales Tax” in line 1.</p>
ITB 16.2 (a) (iii) & (c) (v)	<p>“The final destination is specified in Schedule of Requirements (Section VI)</p>
ITB 16.2 (a)	<p>Add the following at the end of this clause:</p> <p>“Note:</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 10 of Section</p>

	<p>VIII. 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> <p><b>Custom Duty Exemption Certificate (CDEC) will be issued, if applicable. In case, the duty is paid, the same will be reimbursed by NACO (DAC) upon production of original documentary evidence.</b></p>
ITB 16.2 (b) (i)	<p>Prices of goods offered shall be quoted as <b>CIP final place of destination</b> mentioned in the schedule of requirement.</p> <p><b>The purchaser is responsible for providing exemption letter for Custom/Import duties within seven 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>
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.
ITB 16.2 (b)(ii) & (iii)	Deleted
ITB 16.2 (b) (iv)	<p>Insert the following new Sub-Clause 16.2 (b) (iv):</p> <p>“For Agents and service facilities in the Purchaser’s country.</p> <p>If a foreign bidder has engaged an agent in the purchaser’s country, the Agency commission payable to the Agent shall be indicated in the space provided in the price schedule. The bidder will also be required to give the following details in the bid:</p> <p>(i) the name and address of the local agent;</p> <p>(ii) what service the agent renders;</p> <p>(iii) the amount of remuneration for the agent included in the bid price.”</p>
16.2 (d)	The incidental services to be provided are specified in clause 14 of the special conditions of contract.



ITB 16.5	Prices quoted by the Bidder shall be <i><b>“fixed”</b></i> .
ITB 16.6	<ol style="list-style-type: none"> <li>1. Replace <i><b>“eighty percent (80%)”</b></i> with <i><b>“hundred percent (100%)”</b></i></li> <li>2. The following is deleted  “Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid prices.”</li> </ol>
ITB 18.1	Bids shall remain valid for <b>150</b> days after the date of bid submission viz. up to <b>8<sup>th</sup> February 2014</b> . A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.
ITB 18.3	<p>Substitute this clause with the following”  “<i>In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension and in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract prices, if the bidder is selected for award, shall be the bid price corrected as follows:</i></p> <ol style="list-style-type: none"> <li>(a) The foreign currency component of the prices shall be increased by the factor (2% per annum) for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.</li> <li>(b) Similarly, the local currency component of the price shall be increased by the factor (5 % per annum) for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award of the successful Bidder.</li> </ol>
ITB 18.4	<p>Insert the following as Clause 18.4:  Bid evaluation will be based on the bid prices without taking into consideration the correction indicated in clause 18.3 above..</p>
ITB 19.1	<p>The amount of bid security against each schedule(s) should be in fixed amount as specified in the Schedule of Requirements.</p> <p>If the bidder is submitting bid for more than one schedule the amount of the Bid Security shall be sum of bid securities required for the respective schedules. The bidder has the option to submit individual bid security instrument for different schedules.</p> <p>If amount of bid security is less than the required amount for total quoted schedule(s) by the bidders, and then Bid security will be considered valid only for the quoted schedule(s) (in serial order of the Schedule of Requirement). The later schedule(s) for which Bid security fall short, will</p>

	be treated as non-responsive.
ITB 19.2	Replace the clause with the following:  “The bid security shall remain valid for a period of 28 days beyond the validity period for the bid i.e. up to <b>8<sup>th</sup> March 2014</b> , and beyond any extension subsequently requested under Sub-clause 18.2.”
ITB 19.3	The bid security shall be denominated in the currency of the bid or in US Dollar or Indian Rupees and shall on the bidder’s option, be in the form of either a pay order, a demand draft or a bank guarantee from nationalized/scheduled bank in favour of “RITES Ltd.” Payable at Gurgaon. <b>The bank guarantee shall be issued either by a Bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign Bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), acceptable to the purchaser.</b>
ITB 19.8	Deleted
ITB 20.1	Alternative bids <b>will not</b> be accepted. The bidder should not submit more than one bid for any Schedule.
ITB 21.1	Required number of copies of the bid: 02 (one original + one copy bid).

#### D. SUBMISSION OF BIDS

ITB 22.1 (b)	Bidders <b>shall not have</b> the option of submitting their bids electronically.
ITB 22.2 (b)	The bids will be addressed to: <b>Group General Manager/MSM RITES Ltd., MSM Division, RITES Office Complex, Annex Building, 4th Floor, Plot No. 144, Sector 44, Gurgaon – 122003, Haryana, India</b>
ITB 22.2 (c) & (d)	The inner and outer envelopes shall bear the following additional identification marks:  Invitation for Bids Title: Invitation for Bids Number: Schedule Number: Time & Date of Submission of Bids: Name of the Goods

ITB 23.1	<p>The address for bid submission is as per ITB 22.2(b)</p> <p>Deadline for bid submission is <b>11<sup>th</sup> September 2013</b> before <b>1400</b> hours (Indian Standard Time).</p> <p>Add the following new sentence at the end of Sub-Clause 23.1:          “In 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”.</p>
ITB 24.1	See the above data for ITB Sub-Clause 23.1 for the deadline for bid submission.
ITB 25.1	<p>Insert the following words as the first sentence in Sub-clause 25.1:          “No bid may be modified subsequent to the deadline for submission of bids.”</p>
ITB 25.2 (a)	The required number of copies of bid modifications is the same as the number of copies of the original bid specified above in the data for ITB Sub-Clause 21.1.
ITB 25.3 (a)	See the above data for ITB Paragraph 22.2 (b) for the address to use for submission of a bid withdrawal notice.

### E. BID OPENING AND EVALUATION

ITB 26.1	<p>Time, date, and place for bid opening are: <b>1415 hrs</b> (Indian Standard Time) on <b>11<sup>th</sup> September 2013</b> at the following address:</p> <p style="text-align: center;"><b>           RITES Ltd., MSM Division,            RITES Office Complex, Annex Building, 4th Floor,            Plot No. 144, Sector 44,            Gurgaon – 122003, Haryana,            India         </b></p> <p>Add at the end of this clause:</p> <p>“In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and Location on the next working day.”</p>
ITB 29.3	The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations:

	<ul style="list-style-type: none"> <li>- Non submission of Bid Form</li> <li>- Bid Validity (ITB Clause 18)</li> <li>- Bid Security (ITB Clause 19);</li> <li>- Validity of Bid Security (ITB Clause 19.2)</li> <li>- Performance Security (GCC Clause 8)</li> <li>- Delivery Terms (GCC Clause 11 &amp; Schedule of Requirements)</li> <li>- Warranty (GCC Clause 15)</li> <li>- Payment terms (GCC Clause 16)</li> <li>- Force Majeure (GCC Clause 24)</li> <li>- Limitation of liability (GCC Clause 28)</li> <li>- Applicable Law (GCC Clause 30)</li> <li>- Taxes and Duties (GCC Clause 32)</li> <li>- Technical Specification (As per Section VII)</li> <li>- Delivery Period (Schedule of Requirements)</li> </ul> <p>Above list is non-exhaustive.</p>
ITB 29.4	<p>Replace the second sentence with the following:</p> <p>“The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.”</p>
ITB 31.3	<p>The currency chosen for the purpose of converting to a common currency is <b>Indian Rupee</b>.</p> <p>The source of exchange rate is Bills selling rate of State Bank of India, New Delhi, on the date of bid opening.</p>
ITB 32.1	<p>The purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB clause 29 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. Bidders are allowed the option to bid for any one or more schedules and the bid evaluation will be done separately for each of the schedules.</p>
ITB 32.4 (c)	<p>No other specific criteria</p>
ITB 32.5	<p>No other factor will be applicable</p>
ITB 32.5 (a)	<p>Deviations in the delivery schedule are not permitted.</p>
ITB 32.5 (b)	<p>Deviations in the payment schedule are not permitted.</p>

ITB 32.5(c)	Bidders can bid for one or more schedules. Bidders must quote for the entire quantity of each item. Bidders who have not quoted for full quantity of all the items within the schedule will be treated as non-responsive.
ITB 33.1	A margin of domestic preference <b>will apply</b> as indicated in Clause 33.4

(b) **POST QUALIFICATION AND AWARD OF CONTRACT**

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ITB 34.1	Before the award of the contract the purchaser may inspect the manufacturing facilities of the responsive bidders or manufacturers of the Goods to assess their capacity to successfully perform the contract as per the terms and conditions specified in the bid document.
ITB 37.1	The Purchaser has the right to increase or decrease the ordered quantities by <b>20%</b> any time during the contract period.

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***APPENDIX 'A'***

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<b>Schedule No.</b>	<b>Minimum value of completed contract (In Million Indian Rupees or equivalent)</b>	<b>Similar Product</b>
I	4.00	Blood Collection kits
II	1.00	Blood Collection kits

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***APPENDIX 'B'***

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<b>Schedule No.</b>	<b>Annual Turnover (in Million Indian Rupees or equivalent)</b>
I	12.00
II	3.00

# *SECTION III. ELIGIBLE COUNTRIES*



## **Section III. Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement**

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, Revised August 2008, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

a) With reference to paragraph 1.8 (a) (i) of the Guidelines:	<b>Nil</b>
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(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:	<b>Nil</b>
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*SECTION IV. GENERAL  
CONDITIONS OF  
CONTRACT*

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## Section IV. General Conditions of Contract

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## General Conditions of Contract

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “Day” means calendar day.
- (d) “Effective Date” means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.
- (e) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the *Guidelines: Procurement under IBRD Loans and IDA Credits*.
- (f) “End User” means the organization(s) where the goods will be used, as **named in the SCC**.
- (g) “GCC” means the General Conditions of Contract contained in this section.
- (h) “The Goods” means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “The Purchaser” means the organization purchasing the Goods, as **named in the SCC**.
- (j) “The Purchaser’s country” is the country **named in the SCC**.
- (k) “Registration Certificate” means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser’s country in

accordance with the Applicable Law.

- (l) “SCC” means the Special Conditions of Contract.
- (m) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (n) “The Site,” where applicable, means the place or places **named in the SCC.**
- (o) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC.**
- (p) “The World Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

## 2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## 3. Country of Origin

- 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further **elaborated in the SCC.**
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

## 4. Standards

- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank**
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 23, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).
- 6. Certification of Goods in Accordance with Laws of the Purchaser's Country**
- 6.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Purchaser's country. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Purchaser's country.
- 6.2 Unless otherwise **specified in the SCC**, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the Purchaser's country that the Goods have been registered for use in the Purchaser's country.
- 6.3 If thirty (30) days, or such longer period **specified in the**

**SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 6.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

- |                                 |     |   |
|---------------------------------|-----|---|
| <b>7. Patent Rights</b>         | 7.1 | The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.   |
| <b>8. Performance Security</b>  | 8.1 | Within twenty-eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount <b>specified in the SCC</b> .   |
|                                 | 8.2 | The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.   |
|                                 | 8.3 | The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms: <ul style="list-style-type: none"><li>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Bidding Documents or another format acceptable to the Purchaser; or</li><li>(b) a cashier's or certified check.</li></ul> |
|                                 | 8.4 | The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless <b>specified otherwise in the SCC</b> .   |
| <b>9. Inspections and Tests</b> | 9.1 | The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The <b>SCC</b> and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for  |

these purposes.

- (a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.
- (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
- (c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

- 9.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

## **10. Packing**

- 10.1 The Supplier shall provide such packing of the Goods as is required to prevent 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 Goods' final destination and the absence of heavy handling facilities at all points in transit.



- 10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC** or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
- 11. Delivery and Documents**
- 11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC**.
- 11.2 For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 11.3 Documents to be submitted by the Supplier are **specified in the SCC**. *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.
- 12. Insurance**
- 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 in the manner **specified in the SCC**.
- 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. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.
- 13. Transportation**
- 13.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 13.2 Where the Supplier is required under Contract to deliver the

Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

#### **14. Incidental Services**

14.1 The Supplier shall provide such incidental services, if any, as are **specified in the SCC**.

14.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### **15. Warranty**

15.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.

The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise **specified in the SCC**; have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the

conditions laid down in the Contract.

- 15.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, 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 once the replacement Goods have been delivered.
- 15.3 In the event of a dispute by the Supplier, a counteranalysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counteranalysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
- 15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period **specified in the SCC**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
- 15.5 *Recalls.* In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

## 16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the

Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in the SCC** subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

## 17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in the SCC** or in the Purchaser's request for bid validity extension, as the case may be.

## 18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

- (a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

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|---|---|
| <b>19. Contract Amendments</b>                  | 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.  |
| <b>20. Assignment</b>                           | 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.   |
| <b>21. Delays in the Supplier's Performance</b> | <p>21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.</p> |
| <b>22. Liquidated Damages</b>                   | 22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage <b>specified in the SCC</b> of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage <b>specified in the SCC</b> . Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.   |
| <b>23. Termination for Default</b>              | <p>23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all of the Goods</p>  |

within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or

- (b) if the Goods do not meet the Technical Specifications stated in the Contract; or
- (c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.
- (d) if the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 23 shall apply as if such expulsion had been made under Sub-Clause 23.1.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>8</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>9</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>10</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>11</sup> is impairing or harming, or threatening to impair or harm, directly or

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<sup>8</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>9</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>10</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>11</sup> A “party” refers to a participant in the procurement process or contract execution.

indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 5.

(e) should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

(f) if the Supplier fails to perform any other obligation(s) under the Contract.

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

## **24. Force Majeure**

24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its

sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**25. Termination for Insolvency**

- 25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

**26. Termination for Convenience**

- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- 26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

**27. Settlement of Disputes**

- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 27.2 If, after thirty (30) days, the parties have failed to resolve



their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

27.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

## **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,

- (a) 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 and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing Language**

29.1 The Contract shall be written in the language **specified in the SCC**. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

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- 30. Applicable Law**      30.1      The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in the SCC.**
- 31. Notices**              31.1      Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in the SCC.**
- 31.2      A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**    32.1      A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Purchaser's country.
- 32.2      A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

*SECTION V. SPECIAL  
CONDITIONS OF  
CONTRACT*

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.	
GCC 1.1 (f)	The End User is the consignee stated in the Schedule of Requirements.
GCC 1.1 (i)	The Purchaser is: Ministry of Health & Family Welfare, Department of AIDS Control, (National AIDS Control Organization), Government of India. RITES Ltd. is the authorized Procurement Agent of the Purchaser and the Purchaser will exercise all rights and obligation under this contract through the Procurement Agent pursuant to the Agreement between the Ministry of Health and Family Welfare (MOHFW), Government of India and RITES Ltd.
GCC 1.1 (j)	The Purchaser's country is: India.
GCC 1.1 (n)	The final Destination Site is/are: As specified in the Schedule of Requirement.
GCC 1.1 (o)	The Supplier is: as mentioned in Notification of Award.
GCC 3.1	The Bank maintains a list of countries whose Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. This list is updated regularly, and it is available from the Public Information Center of the World Bank. A copy of this list is contained in the section of the Bidding Documents entitled "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement."
GCC 6.1	Should remain registered with CDSCO during the performance of the contract; the Purchaser will not extend any assistance for registration of the product.
GCC 6.2	Effective Date of the Contract is the date of Notification of Award.
GCC 6.3	Not Used.
GCC 8.1	<p>Performance security shall be for an amount equal to 10 (Ten) percent of the contract price.</p> <p><b>Additional clause:</b></p> <p>a) In the event of any amendment issued to the Contract, the Supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.</p>

	b) The performance security shall be valid till 3 months after the date of completion of the contractual obligations including warranty.
GCC 8.2	For the purpose of this clause each schedule constitutes separate contract.
GCC 8.3 (a)	<p>Amend the paragraph as under:</p> <p>The performance security shall be in the form of a bank guarantee and the named beneficiary shall be “RITES Ltd”. (acting as procurement agent on behalf of Ministry of Health &amp; Family Welfare Government of India). The bank guarantee shall be issued either by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) <b>to make it enforceable and</b> acceptable to the purchaser.</p> <p>Letter of credit is <b>not</b> acceptable.</p>
GCC 8.3 (b)	GCC 8.3 (b) is deleted.
GCC 9.1	<p><b>Replace with the following:</b></p> <p><b>The Inspection and tests, as applicable under I or II shall be</b></p> <p><b>(I) For Goods supplied from outside India.</b></p> <p>a) For goods supplied from outside India, , Purchaser retains the right to perform pre-shipment inspection 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 is found to fully conform to the technical specifications. Cost of DCGI Inspection/testing will not be charged to the supplier. The purchaser at his discretion may arrange an inspection and testing after the receipt of goods by the consignee.</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) 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> <p><b>(II) For Goods supplied from within India</b></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/or post dispatch 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>
GCC 9.1.(a)	<p>The Supplier shall at the earliest furnish details of number of batches and visits for inspection and testing to enable the pre-dispatch inspection and testing when undertaken.</p> <p>The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. However, if goods are offered for inspection in smaller lots than specified in contract then supplier will have to bear the additional inspection charges. 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 &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>Note:- For the schedules to be financed by GFATM</b></p> <p><b><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 <a href="http://www.theglobalfund.org/en/procurement/pharmaceutical/?lang=en">www.theglobalfund.org/en/procurement/pharmaceutical/?lang=en</a>.</i></b></p>
GCC 9.1(c)	<p>Regardless of any pre-shipment inspection (and the result thereof) undertaken by the Purchaser, the Consignee may inspect and/ or test</p>

	the Goods at final destination. Unless the full quantity of Goods supplied according to the Schedule of Requirements/each shipment is received in good condition and conform to the specification, the Consignee will not accept the “Goods” and will not issue the acceptance certificate
GCC 9.3	<p>Add the following new clause 9.3</p> <p>Group ‘A’ supplier should provide following documents to the Purchaser or its representative against each lot offered for inspection</p> <ul style="list-style-type: none"> <li>(i) A certificate in regard to the country of origin of the raw materials used</li> <li>(ii) A certificate in regard to the % of value addition done in India</li> <li>(iii) A certificate in regard to the ‘Country of Origin’ of the finished products</li> </ul>
GCC 10.2	Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch. The Bar coding requirement shall also be properly understood and marked on the package as per the provision of the specification.
GCC 11.1 & 11.3	<p><b>The details of shipping and/or other documents, as applicable under I or II below, to be furnished by the Supplier are:</b></p> <p><b>1 For Goods supplied from abroad:</b></p> <p><b>(A): Documents to be submitted to purchaser:-</b></p> <p>Upon shipment, within 24 hours the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of Seventy-Two (72) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The Supplier shall first fax the above details and then send to the Purchaser, by courier the following:</p> <ul style="list-style-type: none"> <li>(i) One original and three copies of the suppliers commercial invoice, indicating the RITES Ltd as the Purchaser on behalf of Ministry of Health &amp; Family Welfare, Govt. of India; the Contract number, credit number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal</li> <li>(ii) Four copies of negotiable, clean, on-board through bill of</li> </ul>

loading/Airway bill marked “freight prepaid” and indicating the RITES Ltd as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, and notify Consignees as stated in the Contract.

- (iii) Four copies of the packing list identifying contents of each package;
- (iv) One original and three copies of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;
- (v) One original and three copies of supplier’s Certificate of country of origin covering all items supplied;
- (vi) Four copies of the Internal Test Analysis Report of the Manufacturer for the items offered;
- (vii) Four copies of Inspection certificate furnished to supplier by the nominated agency (where inspection is required)
- (viii) One original and six copies of the certificate of weight issued by the port authority/licensed authority

The above sets of documents shall be received by the Purchaser at least 72 hours before the arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

**(B) Documents to be submitted to Consignee:-**

The Supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods with quantity. Along with each consignment the Supplier shall provide the Consignee one set of the documents mentioned below:

- (i) Copy of NOA
- (ii) Supplier’s Delivery note, indicating Goods’ description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal;
- (iii) Packing list identifying contents of each package
- (iv) Manufacturers or Supplier’s Warranty certificate covering all items supplied.
- (v) Clearance of the Goods by the drug controller of India at port of entry in term of the SCC Clause 9.1.1
- (vi) Inspection Certificate in case of Pre Dispatch Inspection.



(vii) Country of Origin certificate

## **II. For Goods from within the Purchaser's country:**

### **(A) Documents to be submitted to purchaser:-**

Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser four sets of documents comprising of the following:

- (i) One original and three copies of commercial invoice, indicating the RITES Ltd as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) Four copies of Proof of Dispatch (POD), viz., Railway consignment note/road consignment note or multimodal transport document showing Purchaser as RITES Ltd. on behalf of Ministry of Health & Family Welfare, Govt. of India and delivery up to final destination as stated in the Contract
- (iii) One original & 3(three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format.
- (iv) Four copies of packing list identifying contents of each package
- (v) One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied
- (vi) One original and three copies of the Supplier's Certificate of Origin covering all items supplied
- (vii) Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)
- (viii) Four copies of Internal Test Analysis Report of drugs and pharmaceuticals of the Manufacturer
- (ix) Four copies of notification of the local tax authority in support of rate of tax indicated in invoice.
- (x) Any other/additional procurement-specific document(s) s required for delivery/payment purposes.

### **(B) Documents to be submitted to Consignee:-**

	<p>The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods, the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below:</p> <ul style="list-style-type: none"> <li>(i) Copy of NOA</li> <li>(ii) Copy of Invoice containing particulars as per Para II(A)(i) above;</li> <li>(iii) Packing list identifying contents of each package</li> <li>(iv) Manufacturer's or Supplier's Warranty certificate covering all items supplied.</li> <li>(v) Country of Origin certificate</li> </ul> <p><b>For both I and II above:</b></p> <p>It will be the responsibility of the Supplier to obtain from the Purchaser (RITES), Customs Exemption Certificate or Excise Exemption Certificate, as may be applicable, and the Purchaser shall not be responsible for any expenditure arising out of the Supplier's inability to obtain the necessary certificate(s) in time.</p>
GCC 12.1	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.
GCC 14.1	<p>Incidental services to be provided are:</p> <p>The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed included in the Contract Price.</p>
GCC 15.2	The period mentioned as three months to be read as <b>full period of shelf life of goods</b>
GCC 15.4	<p>The period for the replacement of defective goods is: 30 days.</p> <p>The date of receipt of replacement supplies at consignee will be treated as the date of delivery for the purpose of calculation of liquidated damages.</p>
GCC 16.1 & 16.4	<p>The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, as applicable under (A) or (B) below, shall be as follows:</p> <p><b>(A) Payment for Goods supplied from abroad:</b> Payment of foreign currency portion shall be made in the currency of</p>

	<p>the Contract Price in the following manner:</p> <p>(i) <b>On Delivery to Consignee:</b> Ninety (90) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within Sixty (60) days of submission of documents specified in GCC Clause 11 above along with Acknowledgement of receipt of Goods (Form 16), by electronic clearing systems (ECS) of the bank to the Supplier's nominated bank account.</p> <p>(ii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within sixty (60) days of acceptance of the Goods upon submission of an invoice (indicating RITES Ltd. as the Purchaser on behalf of Ministry of Health &amp; Family Welfare, Govt. of India), the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal supported by the Final Acceptance Certificate (Form-17) issued by the Consignee through ECS of the bank.</p> <p>Payment of local currency portion shall be made in Indian Rupee within sixty (60) days of presentation of an invoice (indicating the RITES Ltd. as the Purchaser on behalf of Ministry of Health &amp; Family Welfare, Govt. of India) the Contract number, credit number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal supported by the Acceptance Certificate issued by the Consignee.</p> <p><b>(B) Payment for Goods and Services supplied from within the Purchaser's country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupee, as follows:</p> <p>(i) <b>On Delivery to Consignee:</b> Ninety (90) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within 60 days of submission of documents specified in GCC Clause 11 along with the Acknowledgement of receipt of Goods (Form 16 of the bid document) through ECS of the bank.</p> <p>(ii) <b>On Acceptance:</b> Ten (10) percent of the Contract Price of Goods received shall be paid within sixty (60) days of acceptance of the Goods upon submission of an invoice (indicating the RITES Ltd., as the Purchaser on behalf of Ministry of Health &amp; Family Welfare, Govt. of India; the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Final Acceptance Certificate (Form 17 of the bid document) issued by the Consignee through ECS of the bank.</p>
GCC 17.1	Prices shall be fixed and firm for the duration of the Contract. However

	sales tax/VAT wherever payable shall be paid as applicable at the time of supply.
GCC 20.1	Assignment and sub- contracting, which is not disclosed in bid, are not permitted.
GCC 22.1	<p>Applicable rate of LD is <b>0.5 percent</b> per week or part thereof.</p> <p>Maximum deduction shall be <b>10 percent</b> of the delivered price of the delayed goods.</p>
GCC 23.3	<p>Add the Following</p> <p><i><b>Note:- For the schedules to be financed by GFATM</b></i></p> <p><i><b>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 <a href="http://www.theglobalfund.org/en/governance/">www.theglobalfund.org/en/governance/</a>.</b></i></p>
GCC 27.2.2	<p>The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows:</p> <p><b>A: For Domestic Supplier</b></p> <ul style="list-style-type: none"> <li>(a) In case of dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India or its equivalent body.</li> <li>(b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings.</li> <li>(c) Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Medical Council of India or its equivalent body.</li> <li>(d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the</li> </ul>

Medical Council of India or its equivalent body shall appoint the arbitrator. A certified copy of the order of the Medical Council of India or its equivalent body making such an appointment shall be furnished to each of the parties.

- (e) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (f) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.

**B. For Foreign Supplier:**

- (a) In case of Dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India or its equivalent body.
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India or its equivalent body shall appoint the arbitrator. A certified copy of the order of the Medical Council of India or its equivalent body making such an appointment shall be furnished to each of the parties.
- (c) The venue of Arbitration shall be the place from where the contract is issued and the language of the Arbitration Proceedings and that of all councils and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and

	expenses of Arbitration Proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.
GCC 29.1	The governing language of the contract shall be <b>English</b> .
GCC 30.1	Laws of Union of India.
GCC 31.1	<p>The Purchaser's addresses for notice purposes is:</p> <p><b>Group General Manager/MSM RITES Ltd., MSM Division, RITES Office Complex, Annex Building, 4th Floor, Plot No. 144, Sector 29, Gurgaon – 122003, Haryana, India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-408/405/403</b></p> <p>The Supplier's address for notice purposes is: As mentioned in NOA.</p>
GCC 32.1	<p>Add the following at the end:</p> <p>“In addition, the supplier shall be responsible for all taxes, duties, license fees, Octroi, road permit fees etc., incurred in Purchaser's country until delivery of the contracted Goods to the Consignee</p>
GCC 32.2	Add the words “Octroi, road permits” between words “fees and etc”.

# *SECTION VI. SCHEDULE OF REQUIREMENTS*

## SECTION VI

### *SCHEDULE OF REQUIREMENTS*

Schedule No.	DESCRIPTION	UNIT	FUNDING BODY	REQUIRED QUANTITY	BID SECURITY IN ( INDIAN RUPEES)	BID SECURITY IN USD
I	Dry Blood Spot (DBS) Collection Kit	Kits	GFATM	3,272	134,000	2,680
II	Whole Blood Collection Kits	Kits		544	21,000	420
				<b>Total:</b>	<b>155,000</b>	<b>3,100</b>

**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)**

**Delivery Schedule:**

**For, Dry Blood Spot (DBS) Collection Kit**

(i) 1<sup>st</sup> Lot: 2249 kits to be supplied within 60 days after the issue of NOA, (ii) 2<sup>nd</sup> Lot: 1023 kits between 210 and 240 days after the issue of NOA (Notification of Award)

**For, Whole Blood Collection Kits**

(i) 1<sup>st</sup> Lot: 366 kits to be supplied within 60 days after the issue of NOA, (ii) 2<sup>nd</sup> Lot: 178 kits between 210 and 240 days after the issue of NOA (Notification of Award)

**Note:**

1. Each Kit consists of 10 tests.
2. Shelf life should be minimum 6 months at the time of delivery.
3. The Purchaser has the right to increase or decrease the ordered quantities by 20% any time during the contract period.



## **CONSIGNEE ADDRESS AND CONSIGNEE-WISE QUANTITY DISTRIBUTION**

Schedule I				
S. No	Consignee	Dry Blood Spot (DBS) Collection Kit		Grand Total
		Quantity in No. of Tests from the Notification of Award		
		1 <sup>st</sup> Lot	2 <sup>nd</sup> Lot	
		Within 60 days after the issue of NOA	Within 210 to 240 days after the issue of NOA	
1	Andhra Pradesh	500	332	832
2	Karnataka	274	220	494
3	Maharashtra	408	279	687
4	Manipur	42	21	63
5	Mumbai	78	41	119
6	Nagaland	26	15	41
7	Tamil Nadu	206	0	206
8	Assam	12	0	12
9	Bihar	48	0	48
10	Chandigarh	9	0	9
11	Andaman & Nicobar	1	0	1
12	Arunachal Pradesh	1	0	1
13	Dadra & Nagar Haveli	1	0	1
14	Chattisgarh	36	0	36
15	Delhi	54	31	85
16	Goa	13	0	13
17	Gujarat	110	57	167
18	Haryana	31	0	31
19	Jammu & Kashmir	1	0	1
20	Himachal Pradesh	1	0	1
21	Jharkhand	17	0	17
22	Kerala	17	0	17
23	Madhya Pradesh	34	0	34
24	Meghalaya	3	0	3
25	Mizoram	33	0	33
26	Orissa	26	0	26
27	Pondicherry	10	0	10
28	Punjab	45	0	45
29	Rajasthan	52	27	79
30	Uttar Pradesh	81	0	81
31	Uttara Pradesh	5	0	5
32	West Bengal	73	0	73
33	Sikkim	1	0	1
	<b>Total:</b>	<b>2249</b>	<b>1023</b>	<b>3272</b>

Schedule II				
S. No	Consignee	Whole Blood Collection Kits		Grand Total
		Quantity in No. of Tests from the Notification of Award		
		1 <sup>st</sup> Lot	2 <sup>nd</sup> Lot	
		Within 60 days after the issue of NOA	Within 210 to 240 days after the issue of NOA	
1	Andhra Pradesh	84	42	126
2	Karnataka	50	26	76
3	Maharashtra	78	39	117
4	Manipur	6	4	10
5	Mumbai	11	6	17
6	Nagaland	4	3	7
7	Tamil Nadu	31	14	45
8	Assam	3	0	3
9	Bihar	5	3	8
10	Chandigarh	2	0	2
11	Arunachal Pradesh	1	0	1
12	Dadra & Nagar Haveli	1	0	1
13	Chhattisgarh	3	2	5
14	Delhi	9	5	14
15	Goa	2	0	2
16	Gujarat	14	8	22
17	Haryana	2	2	4
18	Jammu & Kashmir	1	0	1
19	Himachal Pradesh	1	0	1
20	Jharkhand	3	0	3
21	Kerala	6	0	6
22	Madhya Pradesh	9	0	9
23	Meghalaya	1	0	1
24	Mizoram	2	2	4
25	Orissa	3	3	6
26	Pondicherry	1	1	2
27	Punjab	4	3	7
28	Rajasthan	9	4	13
29	Uttar Pradesh	10	5	15
30	Uttarakhand	1	0	1
31	WB	8	6	14
32	Sikkim	1	0	1
	<b>Total:</b>	<b>366</b>	<b>178</b>	<b>544</b>

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

### **CONSIGNEE ADDRESSES**

<b>S. No</b>	<b>Name of the State</b>	<b>Address of the SACS</b>	<b>Email Id</b>
1	<b>Andhra Pradesh</b>	<b>Andhra Pradesh</b> State AIDS Control Society, Directorate of Medical and Health Services, Sultan Bazar Hyderabad - 500059	sacsandhra@gmail.com
2	<b>Karnataka</b>	<b>Karnataka</b> State AIDS Control Society, No.4/13-1, Crescent Road, High Grounds, Bangalore - 560001.	ksapspdp@gmail.com
3	<b>MSACS, Mumbai</b>	Project Director, <b>Maharashtra</b> State AIDS Control Society (MSACS), Ackworth Leprosy Hospital Compound, Behind S.I.W.S. College, R. A. Kidwai Marg, Near Wadala Over Bridge, Wadala (West), Mumbai – 400 031. Tele : 022-24113097, 24115791, 24115619	<a href="mailto:maharashtrasacs@gmail.com">maharashtrasacs@gmail.com</a>
4	<b>Manipur</b>	The Project Director, <b>Manipur</b> State AIDS Control Society, Medical Directorate, R & D Wing, Lamphelpat, Imphal, Manipur -795 004. Tele : 0385-2410144	<a href="mailto:manipursacs@gmail.com">manipursacs@gmail.com</a>
5	<b>Mumbai</b>	Project Director, <b>Mumbai Districts</b> AIDS Control Society, Municipal Corporation of Greater Mumbai R.A. Kidwai Marg, Acworth Complex, Wadala (West), Mumbai – 400 031 Tele : 022 – 24100250, 24100246-47	<a href="mailto:mumbaimacs@gmail.com">mumbaimacs@gmail.com</a>
6	<b>Nagaland</b>	The Project Director, <b>Nagaland</b> State AIDS Control Society, Health & Family Welfare Department, New Secretariat Building, Kohima – 797 001. Tele : 0370-2241046, 2241543	<a href="mailto:naglandsacs@gmail.com">naglandsacs@gmail.com</a>
7	<b>Tamil Nadu</b>	The Project Director, <b>Tamil Nadu</b> State AIDS Control Society, 417 Pantheon Road, Egmore, Chennai – 600 008 Tele : 044-28190261, 28194917	<a href="mailto:tnsacs@tn.nic.in">tnsacs@tn.nic.in</a>
8	<b>Assam</b>	The Project Director, <b>Assam</b> State AIDS Control Society, Khanapara, Guwahati – 781 022 Tele.: 0361 – 2360524, 2366388	<a href="mailto:assamsacs@gmail.com">assamsacs@gmail.com</a>
9	<b>Bihar</b>	The Project Director, <b>Bihar State AIDS Control Society</b> , State Instt. Of Health & F W, Sheikhpura, Patna-800014	<a href="mailto:biharsacs@gmail.com">biharsacs@gmail.com</a>

S. No	Name of the State	Address of the SACS	Email Id
		Tele : 0612 – 2213383, 2290278, 2292494	
10	<b>Chandigarh</b>	The Project Director, <b>Chandigarh</b> State AIDS Control Society, Chandigarh International Hostel, (Near PGIMER), Sector 15-A, Madhya Marg, Chandigarh- 160015	<a href="mailto:chandigarhsacs@gmail.com">chandigarhsacs@gmail.com</a> ,
11	<b>Andaman &amp; Nicobar</b>	The Project Director, <b>Andaman &amp; Nicobar</b> AIDS Control Society, G.B. Pant Hospital Complex, Port Blair-744104. Tele: 03192 - 236555, 237941	<a href="mailto:andamansacs@gmail.com">andamansacs@gmail.com</a>
12	<b>Arunachal Pradesh</b>	The Project Director, <b>Arunachal Pradesh</b> State AIDS Control Society, Naharlagun, New Itanagar Arunachal Pradesh – 791110 Tele : 0360-2351016	<a href="mailto:arunachalsacs@gmail.com">arunachalsacs@gmail.com</a>
13	<b>Dadra &amp; Nagar Haveli</b>	The Project Director, Dadra & Nagar Haveli State AIDS Control Society, 1st Floor, Shri Vinoba Bhave Civil Hospital, Silvassa – 396 230, Tele: 0260 - 2642061	<a href="mailto:dnhsacs@gmail.com">dnhsacs@gmail.com</a>
14	<b>Chhattisgarh</b>	The Project Director, <b>Chhattisgarh</b> State Aids Control Society, Chattisgarh Health Society (sub society aids), State health training centre, Kalibadi chowk, raipur, chattisgarh – 492001. Tele : 0771- 2235860, 2235240	<a href="mailto:chattisgarhsacs@gmail.com">chattisgarhsacs@gmail.com</a> ,
15	<b>Delhi</b>	The Project Director, <b>Delhi</b> State AIDS Control Organization, Dharmasala Block, Dr. Baba Saheb Ambedkar Hospital, Sector – 6, Rohini, Delhi - 110085, Tele : 011- 27055722-24, 27055660, 27055725	<a href="mailto:delhisacs@gmail.com">delhisacs@gmail.com</a>
16	<b>Goa</b>	The Project Director, <b>Goa</b> State AIDS Control Society, 1 <sup>st</sup> Floor, Dayanand Smruti Building, Swami Vivekanand Road, Panaji, Goa – 403 001 Tele : 0832 – 2422519, 2427286	<a href="mailto:goaids@gmail.com">goaids@gmail.com</a>
17	<b>Gujarat</b>	The Project Director, <b>Gujarat</b> State AIDS Control Society, O-1 Block, New Mental Hospital Complex, Menghaninagar, Ahmedabad - 380 016, Gujarat Tele : 079 – 22681043, 22685210	<a href="mailto:gsacs@icenet.net">gsacs@icenet.net</a>
18	<b>Haryana</b>	The Project Director & DG, <b>Haryana</b> State AIDS Control Society	<a href="mailto:haryanasacs@gmail.com">haryanasacs@gmail.com</a> ,

S. No	Name of the State	Address of the SACS	Email Id
		Plot No. C-15, Awas Bhawan, Sector-6, Panchkula, Haryana Tele : 0172-2563317, 2585413	
19	<b>Jammu &amp; Kashmir</b>	The Project Director, <b>Jammu &amp; Kashmir</b> State AIDS Prevention & Control Society, 48, Samandar Bagh, Lal Chawk, Srinagar. Tele : 0194-2477516,2486409, 2476642	<a href="mailto:jksacs@gmail.com">jksacs@gmail.com</a> ,
20	<b>Himachal Pradesh</b>	The Project Director, <b>Himachal Pradesh</b> State AIDS Control Society , Hari Villa, Near Forest Rest House, Khalini, Shimla -2 Tel: 0177-2625857,2621608	<a href="mailto:hpsacs@gmail.com">hpsacs@gmail.com</a>
21	<b>Jharkhand</b>	The Project Director, <b>Jharkhand</b> State AIDS Control Society, Sardar Hospital Campus, Puruliya Road, Ranchi –1, Jharkhand Tele : 0651- 2309556, 2211018	<a href="mailto:jharkhandsacs@gmail.com">jharkhandsacs@gmail.com</a>
22	<b>Kerala</b>	The Project Director, <b>Kerala</b> State AIDS Control Society, IPP Building, Red Cross Road, Thiruvananthapuram - 695037. Tele : 0471-2304882, 2327938,2305183	<a href="mailto:keralasacs@gmail.com">keralasacs@gmail.com</a>
23	<b>Madhya Pradesh</b>	The Project Director, <b>Madhya Pradesh</b> State AIDS Control Society, 1 Arera Hills, 2 <sup>nd</sup> Floor, OILFED Building, Bhopal – 462 011 Tele : 0755-2577016, 2559629,2577628 / 29	<a href="mailto:mpsacs@gmail.com">mpsacs@gmail.com</a> <a href="mailto:m/mpsacs@sanc har.net.in">m/mpsacs@sanc har.net.in</a>
24	<b>Meghalaya</b>	The Project Director, <b>Meghalaya</b> State Aids Control Society, Ideal Lodge, Oakland, Shillong – 793001 Tele: 0364-2223140	<a href="mailto:meghalayasacs@gmail.com">meghalayasacs@gmail.com</a>
25	<b>Mizoram</b>	The Project Director, <b>Mizoram</b> State AIDS Control Society, MV-124, Mission Veng South, Aizawl – 796005. Mizoram Tele : 0389-2321556/2321566	<a href="mailto:drkroopari@veryfast.biz">drkroopari@veryfast.biz</a>
26	<b>Orissa</b>	The Project Director, <b>Orissa</b> State AIDS Cell, 2 <sup>nd</sup> Floor, Oil Orissa Building, Nayapalli, Bhubaneshwar – 751 012. Tele : 0674-2395134,2393235 / 415.	<a href="mailto:orissasacs@gmail.com">orissasacs@gmail.com</a>
27	<b>Pondicherry</b>	The Project Director, <b>Pondichery</b> AIDS Control Society,	<a href="mailto:pondicherrysacs@gmail.com">pondicherrysacs@gmail.com</a>

S. No	Name of the State	Address of the SACS	Email Id
		No. -93, Perumal Koil Street (Up-Stairs), Pondicherry - 605001.Tele : 0413-234596,2337000	
28	<b>Punjab</b>	The Project Director, <b>Punjab</b> State AIDS Control Society, 4th Floor, Prayaas Building, Sector-38 B, Chandigarh. Tele : 0172-2636795.	<a href="mailto:punjabsacs@gmail.com">punjabsacs@gmail.com</a>
29	<b>Rajasthan</b>	The Project Director, <b>Rajasthan</b> State AIDS Control Society, Medical & Health Directorate, Swasthya Bhawan, Tilak Marg, “C” Scheme, Jaipur- 302 005. Tele : 0141-2225532, 2222452, 2221792	<a href="mailto:rajasthansacs@gmail.com">rajasthansacs@gmail.com</a>
30	<b>Uttar Pradesh</b>	The Project Director, <b>Uttar Pradesh</b> State AIDS Control Society, A -Block, 4 <sup>th</sup> Floor, P.IC.U.P. Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226 010 Tele : 0522 – 2720360/61	<a href="mailto:upsacs@gmail.com">upsacs@gmail.com</a>
31	<b>Uttarakhand</b>	The Project Director, <b>Uttarakhand</b> State AIDS Control Society, Red Cross Bhawan, Near Directorate Medical Health, Dandalakhound, Gujrada, (Opp, I.T. Park), Sahstradhara Road, DehradunTELE : 0135- 27228144, 3107947	<a href="mailto:uttranchalsacs@gmail.com">uttranchalsacs@gmail.com</a>
32	<b>West Bengal</b>	The Project Director, <b>West Bengal</b> State AIDS Prevention and Control Society, Swasthya Bhawan, 1 <sup>st</sup> Floor, Wing –B, GN-29, Sector-V, Salt Lake City, Kolkata – 700 091 Tele : 033- 23574400, 23576000, Fax : 033- 23570122.	<a href="mailto:wbsacs@gmail.com">wbsacs@gmail.com</a>
33	<b>Sikkim</b>	The Project Director, <b>Sikkim</b> State AIDS Control Society, S.T.N.M. Hospital, Yangthang Building, Kazi Road, Gangtok, Sikkim -737 101 Tele : 03592-205343,224481	<a href="mailto:sikkimsacs@gmail.com">sikkimsacs@gmail.com</a>

# *SECTION VII. TECHNICAL SPECIFICATIONS*

# Section VII. Technical Specifications

## INDEX FOR TECHNICAL SPECIFICATIONS

	Topic
<b>Part A</b>	<b>Technical Specifications For DRY BLOOD SPOT (DBS) COLLECTION KIT AND WHOLE BLOOD (WB) COLLECTION KITS</b>
<b>Part B</b>	<b>Technical Specifications - General</b>
<b>Part C</b>	<b>Special Instructions</b>
<b>Part D</b>	<b>Inspection &amp; Tests</b>
<b>Part E</b>	<b>Bar coding requirements for all medical supplies</b>



**SECTION IV: TECHNICAL SPECIFICATIONS****PART A**

*Bidders are required to mention “Comply”/ “Not comply” or specific information requested against each criteria of the following Technical Specification for the items being supplied.*

**Schedule I: TECHNICAL SPECIFICATIONS FOR Dry Blood Spot (DBS) Collection Kit**

S. No.	Requirements			Your Offer (Please fill-in)
	Dry Blood Spot (DBS) Collection Kit for Collection of 10 samples:			
	Item	Number supplied in 10 card DBS Kit	Product Description	“Comply”/ “Not comply”
1.	DBS Cards	10	Whatman 903	
2.	Glassine Envelope	10	Light weight, semi-transparent material resistant to moisture	
	Flexible Packaging	1	Zip locked Bag 150 x 180 mm (approx.) Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details.	
3.	Silica Gel Packs	50	Indicating Silica Gel Sachets 1 gm complete with opaque non gas permeable bag	
	Flexible Packaging	1	Zip locked Bag 150 x 180 mm (approx.) Printed Flexible Non gas Permeable Bag with contents description, quantity, Packer and distributor’s name and contact details	
4.	Humidity Indicator Cards	5	Tropically packed Humidity Indicator Card with 6 blue circles indicating percentage humidity changes	
5.	Sterile Alcohol Swipes	20	Single use Alcohol Pad saturated with 70% Isopropyl Alcohol	
	Flexible Packaging	1	Zip locked Bag 100 x 85 mm (approx.), Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details	
6.	Gauze Swabs	20	Gauze 8 ply 50 x 50 mm (Approx.)	
	Flexible Packaging	1	Zip locked Bag 100 x 85 mm (approx.) Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details	
7.	Zip lock Bags	5	Opaque Low Gas Permeable double Zip locked Bag 150 x 180 mm (approx.)	
	Flexible Packaging	1	Zip locked Bag 100 x 180 mm (approx.) Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details	
8.	Powderless	30	Latex Examination Glove, powder free, Medium	

S. No.	Requirements			Your Offer (Please fill-in) “Comply”/ “Not comply”
	Dry Blood Spot (DBS) Collection Kit for Collection of 10 samples:			
	Item	Number supplied in 10 card DBS Kit	Product Description	
	Gloves			
	Flexible Packaging	15	Zip locked Bag 100 x 80 mm (approx.) with one pair of gloves	
	Flexible Packaging	1	Zip locked Bag 200 x 250 mm (approx.) Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details	
9.	Auto retractable Lancets 2 mm Blade	20	Auto retractable Lancet with 2 mm blade	
	Flexible Packaging	1	Zip locked Bag 100 x 150 mm (approx.) Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details	
10.	Cardboard Box	1	White Printed Corrugated box with Tuck in Lid. Colour Printed NACO Logo and list of contents 250 x 250 x 160 mm (approx), with expiry date of product with least expiry clearly mentioned.	
11.	Fabric Bandages	10	Individually wrapped Fabric Adhesive Bandage 72 x 20 mm (approx.)	
	Flexible Packaging	1	Zip locked Bag 100 x 80 mm (approx.) Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details	
12.	Drying Rack	1	Drying Rack, disposable, to accommodate 10 DBS cards and to stand vertically with compliance to sample provided in pre-bid meeting. It should be white, complete with folding instructions	
	Flexible Packaging	1	Zip locked Bag 200 x 250 mm (approx.) Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details	
13.	Biohazard bag	1	Polypropylene Autoclavable Biohazard Bag 400 x 650 mm (approx.) with orange biohazard symbol	
	Flexible Packaging	1	Zip locked Bag 150 x 250 mm (approx.) Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details	
14.	DBS Instructions	1	Colour Printed Step by Step Guide 1-14 DBS Instructions with pictures, to be shown in pre-bid meeting	
15.	Biohazard Stickers	5	Biohazard sticker 2.5 x 2.5 cm. (approx.) Red with black biohazard symbol	
	Flexible	1	Zip locked Bag 100 x 80 mm (approx.) Printed Flexible	

S. No.	Requirements			Your Offer (Please fill-in)
	Dry Blood Spot (DBS) Collection Kit for Collection of 10 samples:			“Comply”/ “Not comply”
	Item	Number supplied in 10 card DBS Kit	Product Description	
	Packaging		packaging with contents description, quantity, Packer and distributor’s name and contact details	
16.	Envelopes (plain)	5	A5 Brown envelop, self sealing, in gm/sq mt. to be specified in pre-bid meeting	
	Flexible Packaging	1	Zip locked Bag 200 x 250 mm (approx.) Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details	
17.	Envelopes (lined)	5	White bubble lined envelope 300 x 220 mm, (approx), self sealing, specify gm/sq mt.	
	Flexible Packaging	1	Zip locked Bag 250 x 350 mm (approx.), Printed Flexible packaging with contents description, quantity, Packer and distributor’s name and contact details.	

**Schedule II: TECHNICAL SPECIFICATIONS FOR Whole Blood (WB) Collection Kits**

<b>S. No.</b>	<b><i>Requirements</i></b>		<b>Your Offer (Please fill-in)</b>
	<b>Components of Whole Blood Collection Kit (for 10 samples)</b>	<b>Quantity/kit</b>	<b><i>“Comply”/ “Not comply”</i></b>
1.	Butterfly winged infusion set (23G)	10	
2.	Vacuum collection tube holder	1	
3.	Luer adapter	10	
4.	EDTA evacuated vacuum tubes 3 ml	10	
5.	EDTA evacuated vacuum tubes 0.5 ml	20	
6.	Syringe 2 ml with needle 22-23 guage	10	
7.	Safety lancet/Auto-retractable lancet (2 mm depth blade type)	20	
8.	Powderless gloves (gloves)	15 pairs	
9.	Sterile alcohol swipes	20	
10.	Sterile gauze pads	20	
11.	Biohazard Bag (autoclavable)	1	
12.	Biohazard Stickers	15	

- **All these contents will be in a white card board box.**

**PART B****TECHNICAL SPECIFICATION – GENERAL**

<b>Sl.</b>	<b><i>Our Minimum Requirements</i></b>	<b>Your Offer (Please fill-in)</b>
	<b>TECHNICAL SPECIFICATION – GENERAL</b>	<b><i>“Comply”/ “Not comply”</i></b>
<b>1.</b>	<b><u>Product and Package Specifications</u></b>	
1.1.	The required packing standards and labeling must meet the requirements given in this Technical Specification and Part.	
1.2.	Not only the Goods but also the packaging components should also meet specifications suitable for use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tampered-proof.	
1.3.	All labeling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated	
1.4.	Goods requiring refrigeration or freezing 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 of entry.	
1.5.	Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber’s information for any specific goods the Purchaser may request	
<b>2.</b>	<b><u>Product Information</u></b>	
2.1.	The following information will be required for each pharmaceutical product offered by the Bidder: <ul style="list-style-type: none"> <li>i) International Non-Proprietary Name (INN), if applicable;</li> <li>ii) Brand Name (if it appears on label);</li> <li>iii) Name and address of the manufacturer;</li> <li>iv) Country of origin; and</li> <li>v) Compendia standards</li> </ul>	
2.2.	Upon award, the supplier shall, on demand, provide a translated version in English, of the prescriber’s information for any specific product, the Purchaser may request.	
2.3.	Failure to include any of this information, at the discretion of the Purchaser, may render the bid non-responsive.	
<b>3.</b>	<b><u>Expiration Date</u></b>	
3.1.	All products must indicate the dates of manufacture and expiry	
<b>4.</b>	<b><u>Recalls</u></b>	
4.1.	If products must be recalled because of problems with product quality as a result of quality check carried out during the life span of the drug or adverse reactions to the pharmaceutical, the supplier will be obligated to notify the	

Sl.	<i><b>Our Minimum Requirements</b></i>	<b>Your Offer (Please fill-in)</b>
	<b>TECHNICAL SPECIFICATION – GENERAL</b>	<b><i>“Comply”/“Not comply”</i></b>
	purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable pharmaceuticals, or withdraw and give a full refund if the product has been take off the market due to safety problems.	
<b>5.</b>	<b><u>Labeling Instructions</u></b>	
5.1	The label for each Goods shall include: (a) the Purchaser’s logo and code number and any specific color coding if required (b) content per pack (c) instructions for use (d) special storage requirements (e) batch number (f) date of manufacture and date of expiry (in clear language, not code) (g) name and address of manufacture with license number (h) any additional cautionary statement	
5.2.	The outer case or carton should also display the above information	
<b>6.</b>	<b><u>Details of Packing/Cases</u></b>	
6.1.	All cases should prominently indicate the following: i) The generic name of the product; ii) date of manufacture and expiry (in clear language not code); iii) batch number; and iv) quantity per case.	
6.2.	No case should contain drugs from more than one batch.	
<b>7.</b>	<b><u>Unique Identifier</u></b>	
7.1.	The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging and in certain dosage forms such as tablets and this will be indicated in Part A of the Technical Specifications. The design of such logo shall be provided to the supplier at the time of Contract award.	
<b>8.</b>	<b><u>Qualifications of Manufacturer</u></b>	
8.1.	The bidder shall furnish a certificate from the competent FDRA that the manufacturer of the pharmaceutical or vaccine product covered by this Invitation for Bids is licensed to manufacture these products.	
<b>9.</b>	<b><u>Standards and Quality Assurance Requirements</u></b>	
9.1.	All products must:	
(a)	Meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin;	
(b)	Conform to all the specifications contained herein; and	

Sl.	<i>Our Minimum Requirements</i>	<b>Your Offer (Please fill-in)</b>
	<b>TECHNICAL SPECIFICATION – GENERAL</b>	<b><i>“Comply”/ “Not comply”</i></b>
(c)	Must undergo strict raw material inspection, in process checks, appropriate material handling to eliminate cross contamination (of molecules) and final product testing to ensure quality and consistency of the products.	
9.2.	The Bidder is required to furnish to the Purchaser:	
(a)	With each consignment, a certificate of quality assurance test results concerning quantitative assay, chemical analysis and other tests, as applicable to the product being supplied and Part A of these Specifications.	
(b)	Assay methodology of any or all tests if requested.	
(c)	Evidence of basis for expiration dating and other stability data on the offered package (as per climatic conditions prevalent in India) concerning the commercial final package upon request.	
(d)	Package integrity test results.	
9.3.	The Bidder will also be required to provide the purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished Goods.	

**THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS**

YES

NO

ANY DEVIATION MUST BE LISTED BELOW:

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**PART C****SPECIAL INSTRUCTIONS**

<b>Sl.</b>	<b><i>Our Requirements</i></b>	<b>Your Offer (Please fill-in)</b>
	<b>SPECIAL INSTRUCTIONS</b>	<b><i>“Comply”/</i></b> <b><i>“Not comply”</i></b>
1.	Each packing, inner carton and nested cartons to have the following words printed in red ink with bold letters.  “NACO SUPPLIES- NOT FOR SALE”	
2.	Life of the product, indicating the date of manufacture and date of expiry should be printed as per Drugs & Cosmetics Act-India	
3.	Equivalency of Standards & Codes  Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the Product to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable	
4.	Packing (Clause 10 of GCC) Add as clause 10.3 of the GCC the following –  Packing Instruction: Each unit package will be marked on two sides with proper paint/indelible ink, the following;  i)Project :National HIV/AIDS Control Programme ii)RITES LTD. Purchase Order No. : iii)Country of origin of Goods : iv)Supplier’s Name and : v)Packing list reference number :	
5.	Each outer packing containing the unit packing should have the following label printed in bold letters in large size.  i) Purchaser’s Name : MINISTRY OF HEALTH & FAMILY WELFARE, Govt. of India, through RITES LTD. ii) Project : National HIV/ AIDS Control Project iii) RITES LTD. Purchase Order No : iv) Country of origin of Goods v) Supplier’s Name	
6.	Any other labeling requirement which the purchaser may ask at the time of approving the labeling samples	



**PART D****Inspection & Tests**

<b>Sl.</b>	<b><i>Our Requirements</i></b>	<b>Your Offer (Please fill-in)</b>
	<b><u>Inspection &amp; Tests</u></b>	<b><i>“Comply”/ “Not comply”</i></b>
	The following inspection procedures and tests are required by the Purchaser.	
a.	The supplier should supply <b>2 set of Samples free of cost</b> from each batch for random evaluation at the identified laboratories for pre-dispatch lot verification. Protocol of each batch is to be attached	
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>	
c.	Inspection note will be issued by the inspector on the basis of test report, accepting or rejecting the batch as the case may be.	
d.	The goods will be dispatched only after the above inspection procedure has been followed and inspection note issued to accept the consignment.	
e.	After receipt, the consignee shall have the right to draw samples at random from the consignment and get them retested to satisfy whether the lots conform to the laid down specifications. In the event of the product failing to conform to specifications, the consignee shall reject that batch of supply and inform the supplier for arranging replacement of the rejected batches at supplier's cost.	

**PART E****Bar coding requirements for all medical supplies**

<b><i>Our Requirements</i></b>	<b><i>Your Offer (Please fill-in)</i></b>
<b>Bar coding requirements for all medical supplies</b>	<b><i>“Comply”/ “Not comply”</i></b>
<p><b>Section A) Primary packaging (Item level and monocarton level)</b></p> <p>At individual item level (strip of 10 tablets, syrup bottle, injections, vials etc) and/ or on its monocarton (wherever applicable), are required to have a pre printed barcode on its product packaging using either of the barcode symbologies mentioned below:</p> <ul style="list-style-type: none"> <li>a) GS1 linear barcode symbology (EAN-13/UPC-A/EAN-8) to encode GTIN (Global Trade Identification Number) within the barcode.</li> <li style="text-align: center;">or</li> <li>b) GSI Data Matrix symbology to encode 14 digits product code (GTIN14) within the barcode and using (01) application identifier (to be used where printing space is extremely limited).</li> </ul> <p>Examples of the same are reproduced at Annexure ‘A’.</p> <p>All other human readable information on product packaging shall be as required under existing Regulatory labeling &amp; marking requirements.</p>	
<p><b>Section B) Secondary level Packaging (Intermediate packaging)</b></p> <p>At secondary level packaging (e.g. box of 10 strips containing 10 tabs each, pack of 10 vials, pack of 10 injections etc), barcode encoding following information to be stickered or preprinted on secondary packaging:</p> <ul style="list-style-type: none"> <li>1) Product identification Code (GTIN-14 of secondary pack) using application identifier (01).</li> <li>2) Expiry date in <b>YYMMDD</b> format using application identifier (17)</li> <li>3) Batch/Lot Number using application identifier (10)</li> </ul> <p>GSI-128 barcode symbology to be used to generate the barcode.</p> <p>Examples of the same are reproduced at Annexure ‘B’.</p> <p>All other human readable information on product packaging shall be as required under existing Regulatory labeling &amp; marking requirements.</p>	
<p><b>Section C) Tertiary level packaging (Shipper level packaging)</b></p> <p>At shipper level packaging , a single label containing two barcodes needs to be generated and stickered . The barcodes will encode following information:</p>	

<b><i>Our Requirements</i></b>	<b>Your Offer (Please fill-in)</b>
<b>Bar coding requirements for all medical supplies</b>	<b><i>“Comply”/ “Not comply”</i></b>
<p>The first barcode will contain the following information:</p> <ol style="list-style-type: none"> <li>1) Product Identification Code (GTIN-14 of shipper level pack) using application identifier (01).</li> <li>2) Expiry Date in <b>YYMMDD</b> format using application identifier (17)</li> <li>3) Batch/Lot Number using application identifier (10)</li> </ol> <p>The second barcode will contain the following information:</p> <ol style="list-style-type: none"> <li>1) SSCC (Serial Shipping Container Code) using application identifier (00)</li> </ol> <p>Examples of the same are reproduced at annexure ‘c’.</p> <p>All other human readable information on product packaging shall be as required under existing Regulatory labeling &amp; marking requirements.</p>	

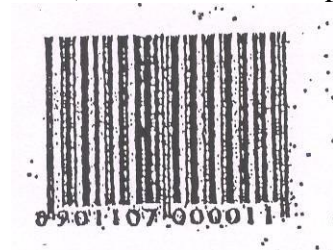
### Annexure “A”

#### **Examples of Primary Level Packaging**

For generation of GSI barcode at primary level packaging either of the mentioned symbologies can be used, following GSI General Specifications.

The following GSI barcode symbologies are available as options :-

- 1) The barcode sample for EAN-13 barcode symbology encoding GTIN-13



- 2) The barcode sample for UPC-A barcode symbology encoding GTIN-12



**Note:** Both GTIN-13 GTIN-12 are in extensive use worldwide

- 3) The barcode sample for EAN-8 barcode symbology encoding GTIN-8 (Used where printing space is a constraint)



- 4) The barcode sample for GSI Data Matrix barcode symbology encoding GTIN-14 (Used where printing space is extremely limited)



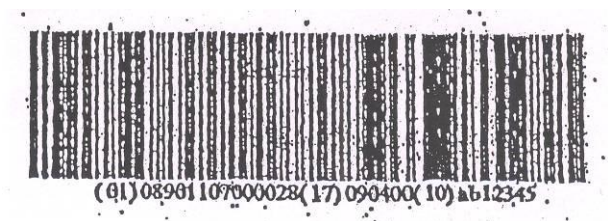
(01)08901107000011

### Annexure “B”

#### **Example of Secondary level Packaging**

The barcode will encode :

- 1) Product identification (GTIN 14 of secondary pack) using application identifier (01)
- 2) Expiry date in **YYMMDD** format using application identifier (17)
- 3) Batch/Lot Number using application identifier (10)



**Annexure "C"****Example of Tertiary level packaging (Shipper level packaging)**

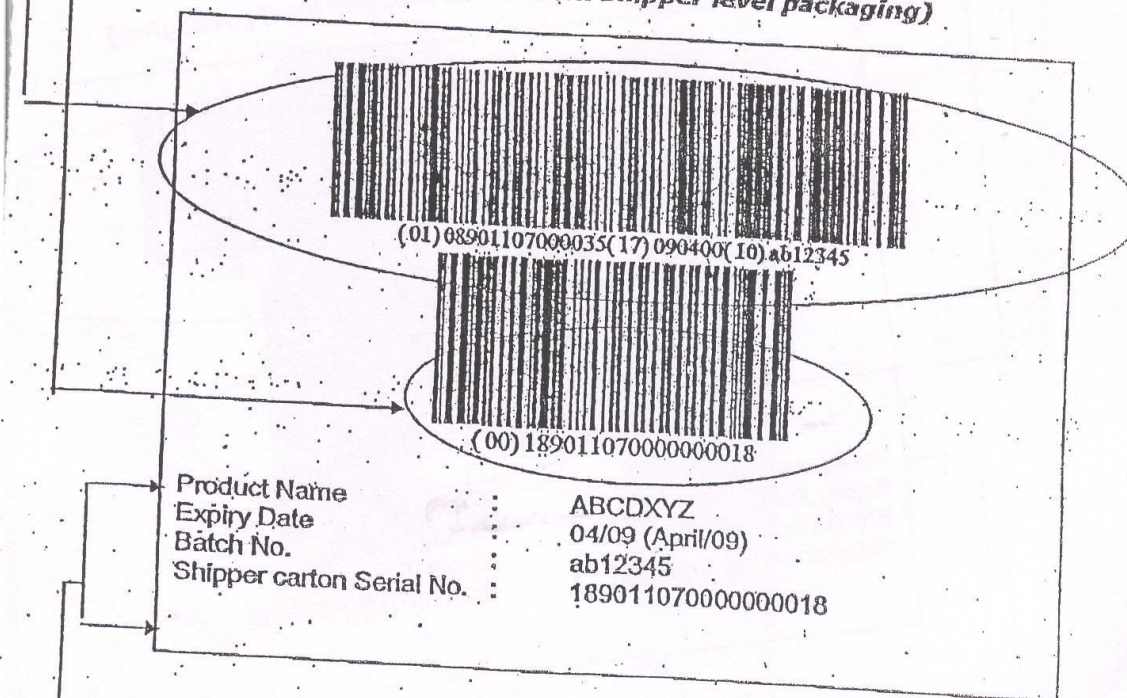
The first barcode will encode the following:

- 1) Product Identification (GTIN 14 of Shipper Pack) using application identifier (01)
- 2) Expiry Date In YYMMDD format using application identifier (17)
- 3) Batch/Lot Number using application identifier (10)

The second barcode will encode the following:

SSCC (Serial Shipping Container Code)

**(Single Label for each Shipper level packaging)**



Human Readable Information

Complete details on GS1 standards along with technical guidelines are available at [www.gs1india.org](http://www.gs1india.org) under "downloads" section.

# *SECTION VIII. SAMPLE FORMS*

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***SAMPLE FORMS***

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## **1. Bid Form**

Date: *[insert: date of bid]*

Loan/Credit No.: *[Purchaser insert: number]*

*[ Purchaser specify: "IFB No.: [ number ]" ]*

*[Insert: name of Contract ]*

To: *[ Purchaser insert: Name and address of Purchaser ]*

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. *[ insert numbers ]*, 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:

	<i>[insert: amount of local currency in words ]</i>	<i>([insert: amount of local currency in figures ])</i>
<b>plus</b>	<i>[insert: amount of foreign currency A in words ]</i>	<i>([insert: amount of foreign currency A in figures ])</i>
	<i>[ as appropriate, include the following ]</i>	
<b>plus</b>	<i>[insert: amount of foreign currency B in words ]</i>	<i>([insert: amount of foreign currency B in figures ])</i>
<b>plus</b>	<i>[insert: amount of foreign currency C in words ]</i>	<i>([insert: amount of foreign currency C in figures ])</i>

(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 Schedules attached herewith and are made part of this bid.

We undertake, if our bid is 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 form, 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 Clause 18.1 of the Bid Data Sheet 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".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery, 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:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

Dated this [*insert: number*] day of [*insert: month*], [*insert: year*].

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

In the capacity of [ *insert: title or position* ]

Duly authorized to sign this bid for and on behalf of [*insert: name of Bidder*]

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

(Group C bids)  
(To be submitted for each Schedule separately)

Name of Bidder \_\_\_\_\_ . IFB Number \_\_\_\_\_. Page \_\_\_\_\_ of \_\_\_\_.

1	2	3	4	5			6	7	8	9	10	11
Schedule No	Product	Unit pack size	Qty. offered	Unit prices			Total unit price [b+c]	Total price per item [4 x 6]	Local agent's commission as a % of FOB price included in quoted price	Shipment weight and volume	Name of manufacturer	Country. of origin
				[a] Unit price FOB port of loading	[b] CIP named place of destination	[c] Other incidental costs as defined in the SCC						

Note:

- (i) For column 7, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.
- (ii) FOB price is only for Purpose of working out Agency Commission

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)  
(To be submitted for each Schedule separately)

Name of Bidder \_\_\_\_\_ . IFB Number \_\_\_\_\_ . Page \_\_\_\_\_ of \_\_\_\_\_ .

1	2	3	4	5				6	7	8	9	10
Schedule No	Product	Unit pack size	Qty. offered	Unit prices				Total unit price [a+b+c+d]	Total price per item [4 x 6]	Sales and other taxes payable if Contract is awarded	Name of manufacturer	Local input in the cost as % of ex-factory price in column 5[a]
				[a] EXW(Ex-factory Ex-warehouse Ex-showroom Off the shelf) excluding excise duty	[b] Excise Duty	[c] Insurance and Inland transp. & other local costs incidental to delivery	[d] Other incidental costs as defined in the SCC					

Note:

- (i) Column 5[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 7, pursuant to ITB 30.1 in the case of discrepancy between unit price and total price, the unit price shall prevail.
- (iii) For column 10, 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.
- (iv) If the bidder is planning to avail excise duty exemption, kindly do not fill-up excise duty in column 5[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.

Total Bid Price:  
Currency:  
In figures:  
In words:

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

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

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

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)  
(To be submitted for each Schedule separately)

Name of Bidder \_\_\_\_\_. IFB Number \_\_\_\_\_. Page \_\_\_\_ of \_\_\_\_.

1	2	3	4	5					6	7	8	9	10
Schedule No	Product	Unit pack size	Qty. offered	Unit prices					Total Unit price [a-b + c+d+e]	Total price per line item [4x6]	Sales and other taxes payable per item if Contract is awarded	Name of manufacturer	Country of origin
				[a] Unit price including Custom Duties and Import Taxes paid and payable	[b] Custom Duties and Import Taxes paid and payable per unit	[c]=a-b Unit Price net of custom duties and import taxes	[d] Insurance, Inland transp., & other local costs incidental to delivery	[e] Other incidental costs as defined in the SCC					

Note:

- (i) Column 5[b] Custom Duties and Import Taxes paid should be supported by documentary evidence..
- (ii) For column 6, 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 ]

### ***5. Bid Security Form (Bank Guarantee)***

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

\_\_\_\_\_  
*[insert **Bank's Name**, and **Address** of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[insert **Name and Address** of Purchaser]*

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert **name of the Bidder**]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[insert **name of contract**]* under Invitation for Bids No. *[insert **IFB number**]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert **name of Bank**]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert **amount in figures**]* (*[insert **amount in words**]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) Twenty Eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[signature(s)]*

## ***6. Bid Security (Bid Bond)***

**Deleted**

## ***7. Bid-Securing Declaration***

***Deleted***



## ***8. Manufacturer's Authorization***

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert: **date** (as day, month and year) of Bid Submission]*

Tender No.: *[insert: **number of bidding process**]*

Alternative No.: *[insert: **identification No if this is a Bid for an alternative**]*

To: *[insert: complete name of Purchaser]*

### **WHEREAS**

We *[insert: **complete name of Manufacturer**]*, who are official manufacturers of *[insert: **type of goods manufactured**]*, having factories at *[insert: **full address of Manufacturer's factories**]*, do hereby authorize *[insert: **complete name of Bidder**]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert: **name and or brief description of the Goods**]*, and to subsequently negotiate and sign the Contract.

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.

Signed: *[insert: **signature(s) of authorized representative(s) of the Manufacturer**]*

Name: *[insert: **complete name(s) of authorized representative(s) of the Manufacturer**]*

Title: *[insert: **title**]*

Duly authorized to sign this Authorization on behalf of: *[insert: **complete name of Bidder**]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert: **date of signing**]*

**NOTE:** The manufacturers are advised that they can authorize only one bidder.

## ***9. Form of Contract Agreement***

THIS CONTRACT AGREEMENT is made

the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (i) [ *insert: Name of Purchaser* ], a [ *insert: description of type of legal entity, for example, an agency of the Ministry of .... of the Government of [ insert: country of Purchaser ], or corporation incorporated under the laws of [ insert: country of Purchaser ]* ] and having its principal place of business at [ *insert: address of Purchaser* ] (hereinafter called “the Purchaser”), and
- (ii) [ *insert: name of Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [ *insert: brief description of goods and services* ] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [ *insert: contract price in words and figures* ] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Technical Specifications)
  - (e) The Supplier’s bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) Schedule of requirement
  - (g) [ *Add here: any other documents* ]
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and

Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

SL. NO.	BRIEF DESCRIPTION OF GOODS/SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
---------	-------------------------------------	-------------------------	------------	-------------	----------------

---

**TOTAL VALUE:**

For and on behalf of the Purchaser

Signed: \_\_\_\_\_  
in the capacity of [ *insert: title or other appropriate designation* ]

in the presence of \_\_\_\_\_

For and on behalf of the Supplier

Signed: \_\_\_\_\_  
in the capacity of [ *insert: title or other appropriate designation* ]

in the presence of \_\_\_\_\_

**CONTRACT AGREEMENT**

dated the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ]

**BETWEEN**

[ *insert: name of Purchaser* ], “the Purchaser”

and

[ *insert: name of Supplier* ], “the Supplier”

## ***10. Form of Declaration regarding Deemed Export***

**(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) Deleted

*(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) \_\_\_\_\_

Place : \_\_\_\_\_ (Print Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

### ***11. Proforma for Performance Statement (for a period of last five years)***

Bid No. \_\_\_\_\_ Date of opening \_\_\_\_\_ Time \_\_\_\_\_ Hours \_\_\_\_\_

Name of the Firm \_\_\_\_\_

Order placed by (full address of Purchaser)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Was the supply of pharmaceuticals/ Consumables satisfactory*
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder \_\_\_\_\_

Countersigned by seal of Chartered Accountant \_\_\_\_\_

\* The Bidder shall also furnish the following documents in connection with their past performance:

**For supplies within India & for Exports**

- a. For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.
- b. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct along with following supporting evidence.
  - 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

## ***12. QUALIFICATION FORM***

### **CAPACITY AND QUALITY CERTIFICATION FORM**

[RELEVANT COUNTRY AUTHORITY]

IFB NO.

DATE

1 Name of the firm:

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Telefax \_\_\_\_\_

Telex \_\_\_\_\_

Cable \_\_\_\_\_

a. Name of principals or owner(s):

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Telefax \_\_\_\_\_

Telex \_\_\_\_\_

Cable \_\_\_\_\_

3 \_\_\_\_\_ (Name of firm) is properly registered to supply pharmaceuticals or vaccines or diagnostic kit or Blood Collection kit in \_\_\_\_\_ (name of country), is in good legal and statutory standing with the responsible health authorities in that country, and is licensed as a primary manufacturer of the range of pharmaceuticals or vaccines or diagnostic kit or Blood Collection kit to be offered. (The list of items to be offered is attached).

4 The production capacities for \_\_\_\_\_ (name of firm) follow:

The installed capacity for this firm is as follows:

Annual Capacity Non-Sterile

Annual Capacity Sterile

Dry:

Tablets  
Capsules  
Sachets

Vials  
Bottles

Wet:  
(Liquids and Colloids)

Internal

Syrups  
Suppositories  
Aerosols

Tablets  
I.V. Fluids

External

Liquids  
Creams  
Ointments

Drops/Ointments

Blood Collection kit:

- 5 \_\_\_\_\_ (Name of firm) retains full records of production batches and quality control test results, has received ISO certification: ISO 13485:2003 (or FDA 21 CFR 820) [for the factory where the specific goods are manufactured and are being offered for supply] by an independent recognized certification body and has demonstrated compliance with the above quality standards, prior to bid submission;
- 6 \_\_\_\_\_ (Name of firm) has manufactured and marketed the specific goods covered by this bidding document offered, for at least two (2) years, and similar goods for at least five (5).
- 7 \_\_\_\_\_ (Name of firm) has experience with and knowledge of modes of packaging, distribution, and transportation of pharmaceuticals or vaccines in countries similar to that of the Purchaser in terms of level of development, climate etc. The following countries have been supplied pharmaceuticals or vaccines worth at least US\$ 50,000 within the past five years:

\_\_\_\_\_  
\_\_\_\_\_

- 8 We hereby certify that the above information is true and accurate to the best of our knowledge. We understand that the provision of information that is later found to be false is sufficient justification for disqualification.

Signature of the Officer

in relevant Country Authority \_\_\_\_\_ Date: \_\_\_\_\_

Full name (Printed) \_\_\_\_\_

Position of officer

in relevant Country Authority \_\_\_\_\_



### ***13. Performance Security Bank Guarantee***

\_\_\_\_\_ [*insert: Bank's Name, and Address of Issuing Branch or Office*]

**Beneficiary:** \_\_\_\_\_ [*insert: Name and Address of Purchaser*]

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that [*insert: name of Supplier*] (hereinafter called "the Supplier") has entered into Contract No. [*insert: reference number of the contract*] dated \_\_\_\_\_ with you, for the supply of [*insert: description of goods*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [*insert: name of Bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [*insert: amount in figures*] (\_\_\_\_) [*insert: amount in words*]<sup>12</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, <sup>13</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_  
[signature(s)]

<sup>10</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

<sup>13</sup> Established in accordance with Clause 8.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial performance guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

## ***14. Bank Guarantee Form for Advance Payment***

**DELETED**

## ***15. Specimen Certificate of a Pharmaceutical Product***

**Deleted**

### ***16. Acknowledgement of Receipt of Goods (for 90% Payment)***

***(This certificate is to be issued in three Original: One Original for RITES, One Original for Supplier and One Original for NACO.)***

No.

Date

To

MSM Division, RITES Ltd., RITES Office Complex, Annex Building, 4th Floor,

Plot No.144, Sector 44, Gurgaon - 122003, Haryana.

Fax: 91(124)2571659/2571660, Tel: 91(124) 2728-408/405/403

Email: rites\_naco@rediffmail.com, rites\_naco@rites.com

This is to certify that the Goods as detailed below have been received duly inspected in good condition in accordance with the conditions of the contract and amendment if any.

Project Name	:National HIV/AIDS Control Programme
Purchaser	:RITES Ltd., Gurgaon, Haryana on behalf of MoH&FW (NACO)
Contract i.e. NOA No. & Date	:
Description of Goods (Schedule No.)	:
Delivery Lot No.	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Batch No(s).	:
Manufacturing Date(s)	:
Expiry Date(s)	:
Invoice No. and Date	:
Date of delivery at Consignee destination site	:
Outstanding/dues with the supplier as per NOA & amendment, if any	:
Consignee full Address:	Signature of Designated Consignee :  Name : Designation : Seal : Contact No. : Fax No. :

**Note: In addition to sending this document through post, it is requested to send a scanned copy by email to rites\_naco@rediffmail.com also.**

Copy To:

(1) To Supplier

(2) Under Secretary (Admn. P&C, Proc), National AIDS Control Organization, Ministry of Health & Family Welfare, 9th Floor, Chanderlok Building, 36, Janpath, New Delhi – 110001, Fax: 011-23731746

### ***17. Final Acceptance Certificate (for Balance 10% Payment)***

***(This certificate is to be issued in three Original: One Original for RITES, One Original for Supplier and One Original for NACO.)***

No.

Date

To

MSM Division, RITES Ltd., RITES Office Complex, Annex Building, 4th Floor,

Plot No.144, Sector 44, Gurgaon - 122003, Haryana.

Fax: 91(124)2571659/2571660, Tel: 91(124) 2728-408/405/403

Email: [rites\\_naco@rediffmail.com](mailto:rites_naco@rediffmail.com), [rites\\_naco@rites.com](mailto:rites_naco@rites.com)

Project Name	:National HIV/AIDS Control Programme
Purchaser	:RITES Ltd., Gurgaon, Haryana on behalf of MoH&FW (NACO)
Contract i.e. NOA No. & Date	:
Description of Goods (Schedule No.)	:
Delivery Lot No.	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Batch No(s).	:
Manufacturing Date(s)	:
Expiry Date(s)	:
Invoice No. and Date	:
Date of Final Acceptance	:
<b><u>CERTIFICATE</u></b>	
We confirm having received material as detailed above in good condition on _____ in accordance with the contract and entered in the Stock ledger.	
Consignee full Address:	Signature of Designated Consignee :  Name : Designation : Seal : Contact No. : Fax No. :

**Note: In addition to sending this document through post, it is requested to send a scanned copy by email to [rites\\_naco@rediffmail.com](mailto:rites_naco@rediffmail.com) also.**

Copy To:

(1) To Supplier

(2) Under Secretary (Admn. P&C, Proc), National AIDS Control Organization, Ministry of Health & Family Welfare, 9th Floor, Chanderlok Building, 36, Janpath, New Delhi – 110001, Fax: 011-23731746.

### ***18. AFFIDAVIT( On Stamp Paper)***

I \_\_\_\_\_ son/daughter of \_\_\_\_\_ resident of \_\_\_\_\_ solemnly undertake that I am an authorized signatory of M/s \_\_\_\_\_ (*insert name of the company with full address*) and I hereby undertake that the supplies for which payments are being made have been correctly made to the respective consignees. I take full responsibility for the correctness of the documents submitted for which the payment has been claimed. I further undertake that without prejudice to the rights of purchaser as per the contract, I shall be solely responsible if any of the document is found to be fake even to make good any loss suffered by the purchaser due to incorrectness of the documents submitted by us for claiming payment against invoice(s) no(s).\_\_\_\_\_ (*insert details of invoices for which payments are being claimed*) amounting to\_\_\_\_\_.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(Supplier full address)

Witness 1 \_\_\_\_\_

Address: \_\_\_\_\_

Witness 2 \_\_\_\_\_

Address \_\_\_\_\_

**Note:**

1. The affidavit is to be submitted on a non judicial stamp paper of Rs 100 /-(Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming 80% payment.



***20. Breakup of EXW price as required for determining eligibility for Domestic Preference***

EXW Price.....

Serial No.	Item	Cost
1	Cost of Local labor	
2	Cost of Raw materials procured from within India (list attached)	
3	Cost of Components from within India (list attached)	
4	Total Cost (1+2+3)	
5	Cost of labor, raw materials, and components from within India as a percentage of EXW Price	

Attached detailed list of (a) raw materials, and (b) components from within India indicating cost of each.



## **21 CHECK LIST**

**(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) <b>Bid Security</b> for required amount		
	(b) Bid Security in the form of		
	(i) <i>Bank Guarantee as per format in Bidding document</i>		
	(ii) <i>Draft or Banker's cheque issued by Nationalised bank</i>		
	(c) Validity Date of Bid Security ( <b>Valid upto 28-days beyond the bids validity) as specified in ITB Data Sheet clause 19.2)</b>		
	(d) Amendment in Bid Security ( if any)		
2	<b>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.</b>		
3	(a) <b>Bid Form</b> duly signed		
	(b) <b>Power of Attorney</b> in favour of the signatory		
4	(a) <b>Availing Deemed Export benefits?</b>		
	(b) <b>Form of Declaration regarding Deemed Export</b>		
5	The <b>manufacturer's authorization</b> form in Form 8 of Section VIII.		
6	<b>Documents establishing post qualification (ITB 7.1(a))</b>		
	(a) <b>Certificate of incorporation</b> of Manufacturer		
	(b) <b>Manufacturing Licence</b> of the good(s) quoted in bid		
	(c) <b>Proof of Exp in manufacturing &amp; marketing of specific goods</b> for at least one year, Indicate Serial No. in performance statement		
	(d) <b>Proof of experience in manufacturing &amp; marketing of similar goods</b> for at least three years, Indicate Serial Nos. in performance statement		
	(e) Performance statement as per required Proforma, along with <b>supporting documents viz. (i) Copy of Purchase Orders, (ii) Copy of Invoices, (iii) Proof of Payment received from Purchasers &amp; (iv) Documentary evidence (Client's certificate) in support of satisfactory completion of contract.</b>		
	(f) <b>ISO 13485:2003 (or FDA 21 CFR 820)</b> by way of accreditation by an independent recognized certification body		
	(g) Indicate Sr. No. in <b>performance statement</b> which establishes the post qualification criteria of completing one similar contract in last three years		
	(h) Certificate of having <b>achieved Annual production</b> rate of equivalent product for last three years by CA		
	(i) Copies <b>complete set of audited financial statements</b> 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		
7	Documents to establish that <b>product is registered in India</b> as per ITB clause 6.4 if applicable		
8	Details of <b>onsite quality control laboratory facilities and services and range of test conducted.</b>		
9	<b>Capacity and Quality certification form</b> in the format provided in Bidding document <b>issued by relevant Country Authority.</b>		

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
10	<b>Affidavit to disclosure</b> about any instance of <b>debarment/blacklisting by state or central Govt. Health organisation</b>		
11	<b>Statement of installed manufacturing capacity</b> certified by appropriate authority		
12	<b>No deviation statement on technical specification</b>		
13	<b>Check list of technical specification</b>		
14	(a) <b>Agreement with all terms and condition of the bid document</b>		
	(b) If no, have you indicated deviations		
15	(a) <b>Mentioned Price in the appropriate Proforma</b>		
	(b) <b>Conditional or unconditional discount</b> mentioned in the bid (if any)		
16	Copies of original documents defining the constitution or <b>legal status, place of registration, and principal place of business; for both manufacturer &amp; non manufacturer</b>		
17	<b>Undertaking</b> as per clause ITB 7.1(a) {The <b>bidder</b> and the <b>manufacturer</b> 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 two years. Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. <b>If no adverse action has been taken against the Bidder, the Bidder must provide a statement in its bid</b> saying that there has been no such previous past performance resulting in adverse actions being taken against him.}		
18	(a) The bidder shall provide an <b>undertaking</b> that: The <b>proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law</b> 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 <b>does not employ a government servant, who has been dismissed or removed on account of corruption.</b>		