

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



National HIV/AIDS Control Programme

NATIONAL COMPETITIVE BIDDING

BID DOCUMENT

For

PROCUREMENT OF HBV(RAPID) & HCV(RAPID) TEST KITS

IFB NO.:- RITES/MSM/NACP/07/2013



(Procurement Agent)

Materials System Management Division

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

NATIONAL COMPETITIVE BIDDING

FOR

PROCUREMENT OF HBV(RAPID) & HCV(RAPID) TEST KITS

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

BID REFERENCE: - RITES/MSM/NACP/07/2013

**DATE OF COMMENCEMENT
OF SALE OF BID DOCUMENT: 8th July 2013**

**DATE AND TIME OF PRE-BID
CONFERENCE: 25th July 2013 at 1500 Hrs. (IST)**

**LAST DATE AND TIME FOR
RECEIPT OF BID: 12th August 2013 up to 1400 Hrs. (IST)**

**TIME AND DATE OF OPENING
OF BIDS: 12th August 2013 at 1415 Hrs. (IST)**

**PLACE OF OPENING OF BIDS: RITES Ltd.,
MSM Division, RITES Office Complex,
Annex Building, 4th 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, 4th Floor, Plot No.144,
Sector 44, Gurgaon-122003 (Haryana), India
Fax: 91(124)2571659/2571660
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INVITATION FOR BIDS

Invitation for Bids (IFB)

Country : India
Name of Project : National HIV/AIDS Control Programme
Name of Goods : HBV(RAPID) & HCV(RAPID) TEST KITS
IFB No : RITES/MSM/NACP/07/2013

1. National Aids Control Organization, Ministry of Health & Family Welfare, Govt. of India intends to utilise part of its domestic budget for eligible payments under the contracts for Procurement of HBV(RAPID) & HCV(RAPID) TEST KITS against Schedule **I to X** for which this invitation for bid is issued under **National HIV/AIDS Control Programme**.
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 bidders for the Procurement of HBV(RAPID) & HCV(RAPID) TEST KITS for the quantity as per Schedule of Requirement to the consignees located at various states all over India.
3. Bidding will be conducted through the National Competitive Bidding procedures as per the requirements, under GFR 2005 of Ministry of Finance, GOI, as applicable.
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**. 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 **8th July 2013 to 12th August 2013 from** the address mentioned below in S. No. 6. The document will be sent by courier on payment of an extra amount of **Rs 900** for domestic bidder if requested by mail.

Bidders can also download the bid document from RITES website "www.rites.com" or www.nacoonline.org. For downloaded bid document, no fee is required. 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 **25th July 2013 at 1500 hrs (IST)** at the address mentioned below in S. No. 6. 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 12th August 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 12th August 2013**.

**Group General Manager/MSM
RITES Ltd.,
MSM Division, RITES Office Complex, Annex Building,
4th 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, rites_naco@rites.com**

8. Bid documents are non transferable.

SECTION I.
INSTRUCTIONS To
BIDDERS

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A. INTRODUCTION

- | | |
|--------------------------------|---|
| 1. Scope of Bid | <p>1.1 RITES Ltd., RITES Office Complex, Annex Building, 4th Floor, Plot No.144, Sector 44, Gurgaon-122003 (Haryana), India for and on behalf of Ministry of Health & Family Welfare (Govt. of India) invites bids for HBV(RAPID) & HCV(RAPID) TEST KITS. Detailed description of goods and specification are given in schedule of requirement and technical specification respectively. Identification number of contract is MITES/MSM/NACP/07/2013.</p> <p>1.2 Throughout these bidding documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.</p> |
| 2. Source of Funds | <p>2.1 The Government of India.</p> |
| 3. Fraud and Corruption | <p>3.1 It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser :</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and (ii) “fraudulent practice” means 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” means 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” means 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; <p>(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in</p> |

executing, the contract.

3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 6.4 and 23.1 (c) of the General Conditions of Contract.

3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the purchaser will cancel the Contract for Goods or works if it at any time determines that corrupt or fraudulent or collusive or coercive practices were engaged during the procurement or the execution of the Contract.

4. Eligibility

4.1 Except as provided in ITB Sub-Clauses 4.2 this bidding process is open to all Indian bidders. Non manufacturer bidders will have to submit Manufacturer's Authorization Form 7 in Section V.

4.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 3.1(b) shall be ineligible to bid for the contract during the period of time determined by the Purchaser.

5. Documents Establishing conformity of Goods and Services to Bidding Documents

5.1 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) The Goods offered should meet the specified pharmaceuticals standards as stated in the Technical Specifications. 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.

5.2 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:

- (1) Copy of Registration Certificate establishing registration of Goods to be supplied under the Contract, with the National Regulatory Authority of India viz. Central Drugs Standard Control Organization (CDSCO).
- (2) Copy of documentation indicating that the goods proposed to

be supplied under this contract are registered and licensed for use in India by the DCG (I) (Drugs Controller General of India) for imported pharmaceuticals and by the competent authority defined under the Drugs and Cosmetics Act 1940, as amended, after appropriate evaluation by centers approved by the DCG (I) (Drugs Controller General of India) for pharmaceuticals produced by indigenous manufacturers.

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.

5.2.1 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 the requirements for registration can be obtained from the Website: www.cdsco.nic.in.

5.2.2 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.

5.3 For purposes of the commentary to be furnished pursuant to ITB Clause 5.1 (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 catalogue 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 and meet the Pharmacopoeial standards.

6. Qualifications of the Bidder Qualification requirements for Bidders are listed below:

The qualification criteria and the supporting document/information to be submitted along with the bid are detailed below:

(A) Manufacturer Bidders

- (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:
 - (a) is incorporated in the country of manufacture of the Goods;
 - (b) has been licensed by the regulatory authority in the country of

manufacture to supply the Goods covered by the IFB;

- (c) has manufactured and marketed the specific good covered by the bidding document for at least **one (1) year in the last five (5) years**, and for **similar goods (viz. Diagnostic kits)** for at least **three (3) years in the last five (5) years**. In support of this, data on past performance should be submitted as per Form 6 in Section V;
- (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. Diagnostic kits. Bidder shall submit list of major supply contracts conducted within the last five years as per form 6 (Proforma for Performance Statement) in Section V.
 - 2. that it has achieved an actual annual production of similar goods of **the quantity at least two times of that** as specified in relevant schedule in "Section III 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 criteria, 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.

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

1. A copy of its manufacturing license and a statement of installed manufacturing capacity.
2. copies of its audited financial statements for the past three fiscal years.
3. details of on-site quality control laboratory facilities and services and range of tests conducted;
4. list of major supply contracts executed/ secured (Completed and ongoing) within the last five years as per Form 6 in Section V.
5. 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 7 in Section V;
- 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. Diagnostic kits **or any pharmaceutical products**.
- 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 6 in Section V.
- 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. A copy of its manufacturing license with product number and date and installed manufacturing capacity.
2. Details of on-site quality control laboratory facilities and services and range of tests conducted should be submitted. The manufacturer should have a Quality Management System to the satisfaction of the purchaser.
3. Copies of its audited financial statements for the past three fiscal years.
4. A copy of the achieved annual production rate certified by Chartered Accountant.
5. List of major supply contracts conducted (Completed & ongoing) with in **last five years** as per form 6 in Section V.
6. The bidder and the manufacturer whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is procured by the bidder, that may have resulted into adverse actions taken against the bidder during the **last 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.
7. 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.
8. List of drugs being manufactured by the bidder with product registration/ license number and date.

9. 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 12 in Section V 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.

7. One Bid per Bidder

- 7.1 A firm shall submit only one bid either individually or as a partner of a joint venture 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.

8. Cost of Bidding

- 8.1 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

9. Content of Bidding Documents

- 9.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 11.

Section I.	Instructions to Bidders (ITB)
Section II.	General Conditions of Contract (GCC)
Section III.	Schedule of Requirements
Section IV.	Technical Specifications
Section V.	Sample Forms (including Contract Agreement)

9.2 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 9.1 above, said Bidding Documents will take precedence.

10. Clarification of Bidding Documents

10.1 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 clause 21.2 (b) of ITB**. 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.

Add as clause 10.2 to the ITB the following

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: -

Date: 25th July 2013

Time: 1500 hrs (IST)

Venue:

MSM Division,

rites Ltd., Rites Office Complex,

Annex Building, 4th Floor, Plot No. 144, Sector 44,

Gurgaon – 122003, Haryana, India

Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder.

11. Amendment of Bidding Documents

11.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.

11.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 9.1 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.

- 11.3 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.

C. PREPARATION OF BIDS

- 12. Language of Bid** 12.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. 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 English language.

- 13. Documents Constituting the Bid** 13.1 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 V;
 - (b) 'Integrity Pact' in accordance with ITB Clause 42.
 - (b) original form of bid security in accordance with the provisions of ITB Sub-Clause 18.3 (Bid Security);
 - (c) written power of attorney authorizing the signatory of the bid to commit the Bidder;
 - (d) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Bidder/Manufacturer is qualified to perform the Contract if its bid is accepted.
 - (e) Manufacturer's authorization Form 7, Section –V for bidder.

- 14. Bid Form** The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, and unit prices. (All details of the price components like taxes, duties etc. may also be indicated)

- 15. Bid Prices** 15.1 The Bidder shall indicate on the Price Schedule, the unit price of each item, it proposes to supply under the Contract.

- 15.2 The bidder shall quote the prices on “Door Delivery Basis” to all consignees. The list of probable consignees is attached in schedule of requirement. However the list of consignees is the tentative list. The purchaser reserves the right to change any consignee at the time of placement of order.
- 15.3 Deleted.
- 15.4 The rate quoted should be both in words and figures. No figure or word should, be over written. Correction if any should be rewritten under the full signature of the person signing the tender.
- 15.5 The rate of Excise Duty and quantum of Excise should be shown distinctly. Similarly, Sales Tax/VAT, if any, where legally leviable and intended to be claimed extra should be shown distinctly as percentage along with the price quoted, separately. Where this is not done, no claim for excise duty and or Sales Tax/VAT will be admitted at any later stage on any ground.
- 15.6 (a) **Indigenous goods:-** Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties and sales tax and other duties and taxes already paid or payable: on the components and raw material used in producing or manufacturing the Goods quoted ex works or ex factory;
 - (ii) the rate and quantum of Excise duty and Sales Tax/VAT if any that will be payable on the Goods if the Contract is awarded.
 - (iii) the price for inland transportation and other local costs incidental to delivery of the Goods to their final destination. The final destination is specified in Schedule of Requirements (Section III)
- (b) **Imported goods: -** Offers for Imported origin goods shall clearly indicate firm, “All inclusive lump sum price” calculated in equivalent Indian Rupees and giving break up of as CIF (Indian Port), custom charges and other charges including inland transportation etc. The all inclusive lump sum price shall take care of impact of foreign exchange rate fluctuations etc., and accordingly arrive at the all inclusive lump sum price in equivalent Indian Rupees and this shall be the ceiling amount payable.

The terms EXW, CIF etc., shall be governed by the rules prescribed in the current edition of *Incoterms 2010* published by the International Chamber of Commerce, Paris.

- 15.7 The prices quoted by the bidder should be on firm and fixed basis during the performance of the contract. A bid submitted with adjustable price quotation will be treated as non responsive and will be rejected pursuant to ITB clause 28.
- 15.8 The bidder's separation of price components in accordance with clause 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.
- 15.9 The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Customs duty, Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- 15.10 Statutory variation in taxes and duties on finished product will be on purchaser's account.

16. Currencies of Bid

- 16.1 Prices shall be quoted in Indian Rupees only.

17. Period of Validity of Bids

- 17.1 Bids shall remain valid for the period of **150 days** after the date of bid submission specified in ITB Clause 22 i.e. up to **9th January 2014**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 17.2 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.

18. Bid Security

- 18.1 the Bidder shall furnish, as part of its bid, a bid security against each schedule in fixed amount as specified in Section –III, Schedule of Requirement. The amount of bid security against each schedule(s) should be in fixed amount as specified in the Schedule of Requirements.

If the bidder is submitting bid for more than one schedule, the amount of the bid security shall be the sum of bid securities required for the respective schedules. The bidder has the option to submit individual bid security instrument for different schedules.

If the amount of bid security furnished is less than the required for total quoted schedules by the bidders, and then Bid security will be considered

valid only for the quoted schedules (in serial order of the Schedule of Requirement). The later schedule(s) for which Bid security fall short, will be treated as non-responsive.

- 18.2 The bid security shall remain valid for a period of **45 days** beyond the validity period for the bid i.e. up to **23rd February 2014** and beyond any extension subsequently requested under Sub-clause 17.1.
- 18.3 The bid security shall be denominated in Indian Rupees, and shall be, at the Bidder's option, in one of the following forms:
- (a) a crossed demand draft or a pay order drawn in favour of the Purchaser;
 - (b) a (bank) guarantee issued by a nationalized/scheduled bank in India. The format of the (bank) guarantee shall be in accordance with the form of bid security included in Section V.
- 18.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as non-responsive.
- 18.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible.
- 18.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.
- 18.7 The bid security may be forfeited
- (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 17.2 and 24.3; or
 - (b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 29; or
 - (c) 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, or
 - (iii) In case of any false, incorrect or misleading information provided in the bid.

19. Alternative

Alternative bids shall not be accepted. The bidder should not submit more

**Proposals by
Bidders**

than one bid for any Schedule.

**20. Format and
Signing of Bid**

- 20.1 The Bidder shall prepare one original and one copy of the bid, 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.
- 20.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 13.1, 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 13.1 (c) shall accompany the bid.
- 20.3 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialled by the person or persons signing the bid.

D. Submission of Bids

**21. Sealing and
Marking of
Bids**

- 21.1 The Bidder shall enclose the original and each copy of the bid 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.
- 21.2 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 below

**Group General Manager/MSM
RITES Ltd., MSM Division,
RITES Office Complex, Annex Building, 4th Floor,
Plot No. 144, Sector 44,
Gurgaon – 122003, Haryana, India**

- (c) 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

- (d) bear a statement “DO NOT OPEN BEFORE **12th August 2013** at 14:15 hrs ” to be completed with the time and date specified in the ITB clause 22.1.
- 21.3 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 21.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Purchaser at the address specified in the ITB Sub-Clause 21.2 (b) no later than the time and date specified below:-
- Bids must be delivered before 14:00 Hrs. on **12th August 2013**. Late bids will be rejected.
- “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”.
- 22.2 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 11.3, 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.
- 23. Late Bids**
- 23.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the ITB Clause 22 will be rejected and returned unopened to the Bidder.
- 24. Modification and Withdrawal of Bids**
- 24.1 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.
- Note:** No bid may be modified subsequent to the deadline for submission of bid.
- 24.2 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 ITB clause 20.1 of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked “BID MODIFICATION-ORIGINAL” and “BID MODIFICATION-COPY.” 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 21.2 and 21.3.
- 24.3 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 ITB clause 21.2 (b)
 - (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.
- 24.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.3, shall be returned unopened to the Bidders.
- 24.5 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 17. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s bid security, pursuant to ITB Sub-Clause 18.7.

E. OPENING AND EVALUATION OF BIDS

25. Bid Opening

- 25.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders’ representatives who choose to attend, at 14.15 hrs, on the date, and at the place specified below:

Time, date, and place for bid opening are: **1415 hrs** (Indian Standard Time) on **12th August 2013** at the following address:

**rites Ltd., MSM Division,
rites Office Complex, Annex Building, 4th Floor,
Plot No. 144, Sector 44,
Gurgaon – 122003, Haryana, India**

Add at the end of this clause:

“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.”

Bidders’ representatives shall sign a register as proof of their attendance. All bids must be accompanied by a bid security as specified in Section –III, Schedule of Requirements.

In case the bidder uses an agent in any capacity (including for attending pre-bid meetings or bid opening meetings), the Purchaser will be informed in writing by the bidders regarding the appointment of such agent and a copy of the agreement signed between the bidder and the agent (which will include the scope of services provided by such agent and amount payable by the bidder) will be shared with the Purchaser in advance. The agreement should be legally binding with the clear understanding that the Bidder will be held responsible for unlawful actions (viz. fraudulent representation, bribing or collusion) of the agent. If this condition is not complied, such agents will not be allowed to attend the meetings and also no queries from such agents will be entertained by the Purchaser. In addition, the bidder will ensure that such agent should not work simultaneously for two or more competing bidders.

- 25.2 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 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.
- 25.3 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 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 23.1.
- 25.4 Bids (and modifications sent pursuant to ITB Sub-Clause 24.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 25.5 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.
- 25.6 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.

26. Clarification of Bids

26.1 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 29.1.

27. Confidentiality

27.1 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.

27.2 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.

27.3 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.

28. Examination of Bids and Determination of Responsiveness

28.1 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.

28.2 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.

28.3 Prior to the detailed evaluation, pursuant to ITB Clause 30, 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, conditionality's, 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.

The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations:

- Non submission of Bid Form
- Bid Validity (ITB Clause 17)
- Bid Security (ITB Clause 18);
- Validity of Bid Security (ITB Clause 18.2)
- Performance Security (GCC Clause 8);
- Delivery Terms (GCC Clause 11 & Schedule of Requirements)
- Warranty (GCC Clause 15);
- Payment terms (GCC Clause 16)
- Force Majeure (GCC Clause 24);
- Limitation of liability (GCC Clause 28)
- Applicable Law (GCC Clause 30);
- Taxes and Duties (GCC Clause 32);
- Technical Specification (As per Section IV)
- Delivery Period (Schedule of Requirements)

Above list is not exhaustive

28.4 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 without recourse to extrinsic evidence.

29. Correction of Errors

29.1 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 and its bid security may be forfeited.

30. Evaluation and Comparison of Bids

30.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 28.

30.2 **The Purchaser's evaluation of a bid will take into account the total unit cost of the item at the consignee's destination inclusive of all duties, taxes and other charges.**

30.3 The contract shall be awarded only to the bidder who are substantially responsive, offer competitive rates, and meet the qualification requirement stipulated in the bidding documents.

30.4 **Bidder may bid for one or more schedules. Bids will be evaluated**

for each schedule separately and the contract will comprise the schedules(s) awarded to the successful bidder. Bidders must quote for the entire quantity of each schedule. Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.

- 30.5 Deviations in the delivery schedule and Payment schedule are not permitted.
- 30.6 In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012.

In accordance to the above notification the participating Micro and Small Enterprises (MSEs) in a Bid, quoting price within the band of L 1+15% would be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total Bid value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Bid process or meet the Bid requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating SMEs.

The MSEs participating in the bid shall enclose with their Bid a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Coir Board or NSIC or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their offer will be liable to be ignored.

F. AWARD OF CONTRACT

31. Post qualification

- 31.1 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 6.1.
- 31.2 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 6.1, as well as other information the Purchaser deems necessary and appropriate.

- 31.3 An affirmative post qualification 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.
- 32. Award Criteria** 32.1 Pursuant to ITB Clauses 30, 31, and 35, 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 31.
- 33. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids** 33.1 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. No reason for such action of Purchaser shall be given. 333
- 34. Purchaser's right to vary quantities during currency of contract** 34.1 The purchaser reserves the right to increase or decrease the quantity of goods by **25%** during the currency of contract.
- 35. Notification of Award** 35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by fax, to be subsequently confirmed in writing by registered letter, that its bid has been accepted for award of contract.
- 35.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 38, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 18.
- 36. Publication of Bid result** 36.1 The name and address of Successful bidder(s) will be declared and published appropriately.
- 37. Signing of Contract** 37.1 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.

37.2 Within twenty-one (21) days of receipt of the Contract Form, the successful Bidder shall sign the Contract Form and return it to the Purchaser.

**38. Performance
Security**

38.1 With in twenty one days (21) 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 any another form acceptable to the purchaser.

38.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Sub-Clause 38.1 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.

**39. Clarification on
Duties & Taxes**

39.1 **EXCISE DUTY**

39.1.1 The price quoted should be-EXW and the rate of excise duty and quantum of Excise Duty separately should be shown distinctly. In the absence of any such stipulation it will be presumed that the price includes Excise Duty and no claim for the same will be entertained. If case of stipulation like excise duty extra as applicable, the quoted prices will be loaded with the maximum quantum of excise duty which is normally applicable on the item in question for the purpose of comparing the prices with other bidders.

39.1.2 If a bidder is exempted from payment of excise duty up to any monetary limit of supplies, he should clearly state that no excise duty will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to the rate/quantum of Central Excise Duty, it should be brought out clearly. Stipulations like excise duty presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted (unless in such cases it is clearly stated by the bidder that excise duty will not be charged by him even if the same becomes applicable later on). In respect of the bidders who fail to comply with this requirement, their quoted prices will be loaded with the maximum quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other bidders.

39.1.3 Any change in Excise Duty upward/downward as a result of any statutory variation in excise, on the finished goods, taking place during currency of contract shall be allowed to the extent of actual

quantum of excise duty paid by the supplier. Similarly in case of downward revision in excise duty, the actual quantum of reduction in excise duty shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all relief's, exemptions, rebates, concessions etc if any obtained by the supplier.

39.1.4 Bidders should note that in case any refund of excise duty is granted to them by excise Authorities in respect of goods-supplied under the contract they will pass on the credit to the purchaser immediately along with a certificate from their Director /Manager/ Proprietor/Accountant that the credit so passed on relates to the excise originally paid for the goods supplied under the contract. In case of failure to do so within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities, the purchaser would be empowered to deduct a sum equivalent to the amount refunded by the Excise authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government contract and that no disputes on this account would be raised by them.

39.1.5 The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

39.1.6 The tenderer should indicate in their offer whether they are registered with Excise authorities for availing CENVAT credit or not. If they are availing CENVAT CREDIT, they should take into account the entire credit on inputs available under CENVAT CREDIT Scheme while quoting the price and furnish a declaration to this effect.

39.2 **SALES TAX /VAT**

39.2.1 The price quoted should be exclusive, of Sales Tax/VAT. The element of CST/VAT leviable should be specifically stated and shown distinctly as a percentage along with the price-quoted, separately. Where this is not done, no claim for sales tax will be admitted at any later stage on any ground. Further in the absence of any such stipulation regarding sales tax in the bid, it will be presumed that the prices quoted by the bidder are inclusive of sales tax and no liability for payment of sales tax will be devolved up on the purchaser. If case of stipulation like Sales Tax/VAT extra as applicable, the quoted prices will be loaded with the maximum quantum of Sales Tax/VAT which is normally applicable on the item in question for the purpose of comparing the prices with other bidders.

Any change in Sales Tax upward/downward as a result of any statutory variation in element of CST/VAT leviable, on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of CST/VAT paid by the supplier. Similarly in case of downward revision in CST/VAT, the actual quantum of reduction in CST/VAT shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all relief's, exemptions, rebates, concessions etc if any obtained by the supplier.

39.2.2 For the bidder quoting sales tax extra, sales tax will be paid to the bidder at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sales is legally liable to sales tax and the same is payable as per terms of the contract.

39.2.3 The purchaser shall not be liable for any claim on account of fresh imposition and/or increase of sales tax/VAT on raw materials and or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.

39.2.4 The bidder shall unconditionally pass on applicable input tax credit or set off of tax paid on raw material under the relevant VAT/Sales Tax Act availed on inputs used in manufacture of the finished product. The bidder shall furnish a declaration to this effect.

39.3 **OCTROI DUTY AND LOCAL T AXES**

39.3.1 Goods to be supplied to Govt. Departments against Government Contracts are exempted from levy of Town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on Production of such exemption certificate from an authorised officer. Supplier should ensure that, goods ordered against contracts placed by this department are exempted from levy of Town Duty, Octroi Duty, Terminal Tax or other Local Taxes and Duties. Wherever required, supplier should obtain the exemption certificate from the concerned office to avoid local taxes or duties.

39.3.2 In case where the Municipality or other local body insists upon payment of these duties or taxes, the same should be paid by the supplier to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the officer concerned without delay together with a copy of the relevant act or by laws/notifications of the Municipality or the Local body concerned to enable him to take up the question of refund with the concerned bodies, if admissible under the said acts or rules.

39.4 **CUSTOMS DUTY**

In respect of imported stores offered, the bidder shall specify the rate as well as the total amount of customs duty payable, on the quoted goods in the price schedule. The bidder shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

Any variation to the custom duty during the currency of the contract will be reimbursed to the bidder/refunded by the bidder. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.

40. Purchase preference

- 40 The Purchaser reserves the right to give purchase preference to the Micro and Small Scale Enterprises as per the policies of Govt. of India in vogue, for which bidder should produce valid copy of his registration as Micro or Small Scale Enterprise.

41. Registration of Imported goods

- 41 Bidder intending to supply the imported goods must ensure that the goods and the manufacturing facilities of the manufacturer are registered with the relevant authorities in India, as for relevant laws of the country on the date of bid opening. Bidders are advised to visit website www.cdscsco.nic.in for necessary information on the subject. Bidders are required to furnish a copy of the aforesaid registration along with their bid.

42. Integrity Pact

- 42.(i) The Bidder/Supplier is required to enter into an Integrity Pact with the Purchaser, in the Format at Sample Forms Section V. The Integrity Pact enclosed as Form No.12 will be signed by RITES for and on behalf of Purchaser as its Agent/Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder/Lead Member of JV. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.
- 42.(ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Name and Address of the Independent External Monitor (In case value of contract is Rs.10 crores or more): Shri B. S. Minhas, A-29, Bhairon Marg, Hanuman Nagar, Jaipur-302021

Name, Designation and Address of RITES' Liaison Officer (in case value of contract is less than Rs.10 crores): Shri Y. K. Sharma, GM/CP

*SECTION II. 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 unit 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 i.e. date of notification of Award.
 - (e) “GCC” means the General Conditions of Contract contained in this section.
 - (f) “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.
 - (g) “The Purchaser” means Ministry of Health & Family Welfare, Govt. of India through RITES Ltd, New Delhi.
 - (h) “The Purchaser’s Country” is India.
 - (i) “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 India in accordance with the Applicable Law.
 - (j) “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.
 - (k) “The Site,” where applicable, means the place or places named in the Schedule of requirement.
 - (l) “The Supplier” means the individual or firm supplying the Goods

and Services under this Contract.

- (m) End user means the organization(s) where the goods will be used. The end user is the consignee stated in the Schedule of Requirements

2. Imports

For Import origin goods quoted, the supplier or the Indian agent shall have to arrange at his own cost, all import/custom clearance handling facilities. The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Custom Duty, Sales Tax on raw materials and /or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.

3. Application

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

4. Country of Origin

- 4.1 Any Goods and Services supplied under the Contract shall have their origin in India or eligible countries (in case of imported goods offered).

5. Standards

- 5.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

6. Use of Contract Documents and Information; Inspection and Audit by the Purchaser

- 6.1 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.
- 6.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 6.1 except for purposes of performing the Contract.
- 6.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 6.1 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.
- 6.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if

so required by the Purchaser.

7. Patent Rights

- 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 India.

8. Performance Security

- 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 equal to 10 % of the total contract price.

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.

b) The performance security shall be valid till **60 days** after the date of completion of all contractual obligations including warranty.

- 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 Indian Rupees, and shall be in one of the following forms:

(a) 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 & Family Welfare Government of India), issued by a nationalized/scheduled bank located in India and acceptable to the Purchaser, in the format provided in the Bidding Documents; or

(b) a crossed demand draft or a pay-order drawn in favour of RITES Ltd.

- 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.

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.

9. Inspections and Tests

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 Technical Specifications (Section IV) shall specify what inspections and tests the Purchaser requires. Further,

- (a) Pre-dispatch inspection of the supplies shall be conducted by purchaser or its authorised representative retained by the purchaser for these purposes. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. 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.
- (b) 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.

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.

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 & testing) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.

- (c) 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.
- (d) Upon receipt of the Goods at place of final destination, the

end user/consignee shall have the right to 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 end user/consignee will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate should normally be issued within twenty one (21) days of receipt of the Goods or part of Goods at place of final destination.

- (e) Batch wise inspection of goods shall be carried out by Purchaser's representative.

- 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 strictly as per Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

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.

11. Delivery and

11.1

Documents**(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. Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)
- vii. Four copies of Internal Test Analysis Report of drugs and pharmaceuticals of the Manufacturer
- viii. Four copies of notification of the local tax authority in support of rate of tax indicated in invoice.
- ix. Any other/additional procurement-specific document(s) s required for delivery/payment purposes.

(B) Documents to be submitted to Consignee:-

The Supplier should intimate the Consignee at least 7 days in advance 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:

- (i) Copy of NOA
- (ii) Copy of Invoice containing particulars as per (A)(i) above;
- (iii) Packing list identifying contents of each package
- (iv) Manufacturer's or Supplier's Warranty certificate covering all items supplied.

12. Insurance

Deleted

13. Transportation

13.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India, defined as the Site, transport to such place of destination in India, 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.

14. Incidental Services

14.1 The Supplier shall provide such incidental services:-

- (a) 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 to be included in the Contract Price.
- (b) The Supplier shall provide such other services as are stated in the Technical Specifications.

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 site or named place of destination in India 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, 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 up to the **full period of shelf life of goods**. 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.

The kit should have minimum 60% or more of the shelf life at the time of delivery to consignee.

15.3 In the event of a dispute by the Supplier, a counter analysis 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 counter analysis 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 of **30 days**, 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 shall have the right to deduct the sum from payments due to the Supplier under this Contract or any other 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 fulfil 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 payments to be made to the supplier shall be paid upon under this contract shall be as follows:-

- (i) **On Receipt: 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 8 of the bid document) through ECS of the bank.

- (ii) **On Acceptance: 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 & 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 9 of the bid document) issued by the Consignee through ECS of the bank.

- 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 & 16.1, and upon fulfilment of other obligations stipulated in the Contract.

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 for the duration of the Contract. Prices shall be fixed and firm for the duration of the Contract. However, sales tax or Vat wherever payable shall be paid as applicable at the time of supply. Statutory variations are permitted during the original delivery schedule and not in the extended delivery schedule.

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.
- 19. Contract Amendments**
- 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/agreed by the Purchaser and Supplier.
- 20. Assignment**
- 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. Assignment and sub-contracting, which is not disclosed in bid, are not permitted.
- 21. Delays in the Supplier's Performance**
- 21.1 DELAYS IN THE SUPPLIES PERFORMANCE OF THE CONTRACT:
- Delivery of the goods shall be made by the supplier in accordance with the time schedule specified in the contract. Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action.
- (a) Forfeiture of its Performance Security and / or
 - (b) Imposition of liquidated damages and/or
 - (c) Termination of the contract for default.
- 21.2 If at any time during the performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the, situation and may at its discretion extend the supplier time for performance in which case the extension shall be ratified by the parties by amendment to the contract. The extension of the delivery period will be subject to the following conditions.
- a) The Purchaser shall deduct from the supplier under the provision of Clause 22 liquidated damages on the goods, which the supplier has failed to deliver within the delivery period fixed for delivery.
 - b) That no increase in price on account of any statutory increases in or fresh imposition of customs duty, excise duty or sales tax or on account of any other tax or duty leviable in respect of the goods specified in the contract which takes place after the date of the delivery period stipulated in the contract, shall be admissible on such of the said goods as are delivered after the date of delivery stipulated in the contract.

- c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs duty, Excise Duty, Sales Tax or on *account of* any other tax or duty or on any other grounds which takes place after the expiry of the date of delivery stipulated in the contract.

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.

22. Liquidated Damages

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 prices as liquidated damages, a sum equivalent to the 0.5 percent per week or part thereof 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 10 percent of the value of delayed Goods. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

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 the Contract in whole or in part:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or/and
- (b) if the Goods do not meet the Technical Specifications stated in the Contract; or/and
- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice

- among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- (d) 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, imposition of 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 which are as follows:-

- (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.

- (b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
- (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.
- (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 Medical Council of India shall appoint the arbitrator. A certified copy of the order of the Medical Council of India 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.

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 to the Supplier.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful 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 price of contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing Language** 29.1 The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
- 30. Applicable Law** 30.1 The Contract shall be interpreted in accordance with the laws of Union of India.
- 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 are as follows: -
- The Purchaser's addresses for notice purposes is:
- Group General Manager/MSM
RITES Ltd., MSM Division, RITES Office
Complex, Annex Building,
4th Floor, Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India
Fax: 91(124)2571659/2571660
Tel: 91(124) 2728-408/405/403**
- The Supplier's address for notice purposes is as mentioned in the NOA/contract.
- 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 The Supplier shall be entirely responsible for all taxes, duties, octroi, road permits, license fees, etc., incurred until delivery of the Goods to the Purchaser.
- 33. Jurisdiction** All disputes arising out of the contract shall (subject to clause 27) be subject to the jurisdiction of the appropriate court at New Delhi, India, only.

SECTION III. SCHEDULE OF REQUIREMENTS

SECTION III

SCHEDULE OF REQUIREMENTS

Schedule No.	Description of Goods	Unit	Required Quantity	Bid Security in Indian Rupees
I	HBV (RAPID) for West Zone	Tests	265,750	54,000
II	HBV (RAPID) for North Zone	Tests	821,350	166,000
III	HBV (RAPID) for South Zone	Tests	533,550	107,000
IV	HBV (RAPID) for North East Zone	Tests	126,800	24,000
V	HBV (RAPID) for East Zone	Tests	419,400	85,000
	Total:		2,166,850	436,000
VI	HCV (RAPID) for West Zone	Tests	265,750	76,000
VII	HCV (RAPID) for North Zone	Tests	821,350	236,000
VIII	HCV (RAPID) for South Zone	Tests	533,550	153,000
IX	HCV (RAPID) for North East Zone	Tests	126,800	36,000
X	HCV (RAPID) for East Zone	Tests	419,400	121,000
	Total:		2,166,850	622,000

Delivery Schedule & Consignee details: (i) 25% quantity within 90 days after the issue of NOA, (ii) 25% between 91 and 180 days after the issue of NOA (iii) 25% between 181 and 270 days after the issue of NOA and (iv) balance 25% between 271 and 360 days after the issue of NOA (Notification of Award).

Terms of Delivery: Final Destination at the consignee end (as per Schedule of Requirements)

Consignee address and Consignee-wise Quantity distribution

S. No	Consignee	HBV RAPID Test Kits				
		Quantity in No. of Tests from the Notification of Award				Grand Total
		1 st Lot Within 90 days after the issue of NOA	2 nd Lot Within 91 to 180 days after the issue of NOA	3 rd Lot Within 181 to 270 days after the issue of NOA	4 th Lot Within 271 to 360 days after the issue of NOA	
				Schedule-I		
1	Ahmadabad	13,750	13,750	13,750	13,750	55,000
2	Rajasthan	50,000	50,000	50,000	50,000	200,000
3	Dadra & Nagar Haveli	850	800	800	800	3,250
4	Daman & Diu	200	150	200	200	750
5	Goa	1,700	1,650	1,700	1,700	6,750
	Total	66,500	66,350	66,450	66,450	265,750
				Schedule-II		
1	Chandigarh	5,250	5,250	5,250	5,250	21,000
2	Chhattisgarh	9,400	9,350	9,400	9,350	37,500
3	Delhi	34,500	34,450	34,500	34,500	137,950
4	Haryana	15,650	15,650	15,600	15,600	62,500
5	Himachal Pradesh	3,950	3,950	3,950	3,900	15,750
6	Jammu & Kashmir	10,350	10,300	10,300	10,300	41,250
7	Madhya Pradesh	31,250	31,250	31,250	31,250	125,000
8	Punjab	25,000	25,000	25,000	25,000	100,000
9	Uttar Pradesh	55,500	55,500	55,450	55,450	221,900
10	Uttarakhand	14,650	14,600	14,650	14,600	58,500
	Total	205,500	205,300	205,350	205,200	821,350
				Schedule-III		
1	Andhra Pradesh	10,000	10,000	10,000	10,000	40,000
2	Karnataka	34,400	34,400	34,400	34,350	137,550
3	Kerala	26,250	26,250	26,250	26,250	105,000
4	Pondicherry	3,400	3,350	3,400	3,350	13,500
5	Tamil Nadu	48,150	48,100	48,150	48,100	192,500
6	Chennai	11,250	11,250	11,250	11,250	45,000
	Total	133,450	133,350	133,450	133,300	533,550
				Schedule-IV		
1	Arunachal Pradesh	750	750	750	750	3,000
2	Assam	18,150	18,150	18,100	18,100	72,500
3	Manipur	3,500	3,500	3,450	3,450	13,900
4	Meghalaya	1,150	1,100	1,150	1,100	4,500
5	Mizoram	2,850	2,850	2,900	2,900	11,500
6	Nagaland	1,250	1,250	1,250	1,250	5,000
7	Sikkim	350	350	350	350	1,400
8	Tripura	3,750	3,750	3,750	3,750	15,000
	Total	31,750	31,700	31,700	31,650	126,800
				Schedule-V		
1	Andaman & Nicobar	500	500	500	500	2,000
2	Bihar	15,000	15,000	15,000	15,000	60,000
3	West Bengal	75,000	75,000	75,000	75,000	300,000
4	Jharkhand	14,350	14,350	14,350	14,350	57,400
	Total	104,850	104,850	104,850	104,850	419,400
	Grand Total:	542,050	541,550	541,800	541,450	2,166,850

S. No	Consignee	HCV RAPID Test Kits				
		Quantity in No. of Tests from the Notification of Award				Grand Total
		1 st Lot	2 nd Lot	3 rd Lot	4 th Lot	
		Within 90 days after the issue of NOA	Within 91 to 180 days after the issue of NOA	Within 181 to 270 days after the issue of NOA	Within 271 to 360 days after the issue of NOA	
				Schedule-VI		
1	Ahmadabad	13,750	13,750	13,750	13,750	55,000
2	Rajasthan	50,000	50,000	50,000	50,000	200,000
3	Dadra & Nagar Haveli	850	800	800	800	3,250
4	Daman & Diu	200	150	200	200	750
5	Goa	1,700	1,650	1,700	1,700	6,750
	Total	66,500	66,350	66,450	66,450	265,750
				Schedule-VII		
1	Chandigarh	5,250	5,250	5,250	5,250	21,000
2	Chhattisgarh	9,400	9,350	9,400	9,350	37,500
3	Delhi	34,500	34,450	34,500	34,500	137,950
4	Haryana	15,650	15,650	15,600	15,600	62,500
5	Himachal Pradesh	3,950	3,950	3,950	3,900	15,750
6	Jammu & Kashmir	10,350	10,300	10,300	10,300	41,250
7	Madhya Pradesh	31,250	31,250	31,250	31,250	125,000
8	Punjab	25,000	25,000	25,000	25,000	100,000
9	Uttar Pradesh	55,500	55,500	55,450	55,450	221,900
10	Uttarakhand	14,650	14,600	14,650	14,600	58,500
	Total	205,500	205,300	205,350	205,200	821,350
				Schedule-VIII		
1	Andhra Pradesh	10,000	10,000	10,000	10,000	40,000
2	Karnataka	34,400	34,400	34,400	34,350	137,550
3	Kerala	26,250	26,250	26,250	26,250	105,000
4	Pondicherry	3,400	3,350	3,400	3,350	13,500
5	Tamil Nadu	48,150	48,100	48,150	48,100	192,500
6	Chennai	11,250	11,250	11,250	11,250	45,000
	Total	133,450	133,350	133,450	133,300	533,550
				Schedule-IX		
1	Arunachal Pradesh	750	750	750	750	3,000
2	Assam	18,150	18,150	18,100	18,100	72,500
3	Manipur	3,500	3,500	3,450	3,450	13,900
4	Meghalaya	1,150	1,100	1,150	1,100	4,500
5	Mizoram	2,850	2,850	2,900	2,900	11,500
6	Nagaland	1,250	1,250	1,250	1,250	5,000
7	Sikkim	350	350	350	350	1,400
8	Tripura	3,750	3,750	3,750	3,750	15,000
	Total	31,750	31,700	31,700	31,650	126,800
				Schedule-X		
1	Andaman & Nicobar	500	500	500	500	2,000
2	Bihar	15,000	15,000	15,000	15,000	60,000
3	West Bengal	75,000	75,000	75,000	75,000	300,000
4	Jharkhand	14,350	14,350	14,350	14,350	57,400
	Total	104,850	104,850	104,850	104,850	419,400
	Grand Total:	542,050	541,550	541,800	541,450	2,166,850

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

CONSIGNEE ADDRESSES

S. No	Name of the State	Address of the SACS	Email Id
1	Ahmedabad MACS	Ahmedabad Municipal Corpn. AIDS Control Society, Old Municipal Dispensary, behind Lal Bungalow, C.G. Road, Ahmedabad.	ahmedabadmacs@gmail.com
2	Rajasthan	The Project Director, Rajasthan State AIDS Control Society, Medical & Health Directorate, Swasthya Bhawan, Tilak Marg, "C" Scheme, Jaipur-302 005. Tele : 0141-2225532, 2222452, 2221792	rajasthansacs@gmail.com
3	Dadra & Nagar Haveli	The Project Director, Dadra & Nagar Haveli State AIDS Control Society, 1st Floor, Shri Vinoba Bhawe Civil Hospital, Silvassa – 396 230, Tele : 0260 - 2642061	dnhsacs@gmail.com
4	Daman & Diu	The Project Director, State AIDS Control Society, Union Territory of Daman & Diu, Primary Health Centre, Moti Daman, Daman – 396220	ddsacs@gmail.com,
5	Goa	The Project Director, Goa State AIDS Control Society, 1 st Floor, Dayanand Smruti Building, Swami Vivekanand Road, Panaji, Goa – 403 001 Tele : 0832 – 2422519, 2427286	goaids@gmail.com
6	Chandigarh	The Project Director, Chandigarh State AIDS Control Society, Chandigarh International Hostel, (Near PGIMER), Sector 15-A, Madhya Marg, Chandigarh- 160015	chandigarhsacs@gmail.com,
7	Chhattisgarh	The Project Director, Chhattisgarh State AIDS Control Society, Chhattisgarh Health Society (sub society aids), State health training centre, Kalibadi chowk, raipur, chhattisgarh – 492001. Tele : 0771- 2235860, 2235240	chattisgarhsacs@gmail.com,
8	Delhi	The Project Director, Delhi State AIDS Control Organization, Dharmasala Block, Dr. Baba Saheb Ambedkar Hospital, Sector – 6, Rohini, Delhi - 110085, Tele : 011- 27055722-24, 27055660, 27055725	delhisacs@gmail.com
9	Haryana	The Project Director & DG, Haryana State AIDS Control Society Plot No. C-15, Awas Bhawan, Sector-6, Panchkula, Haryana Tele : 0172-2563317, 2585413	haryanasacs@gmail.com,
10	Himachal Pradesh	The Project Director, Himachal Pradesh State AIDS Control Society , Hari Villa, Near Forest Rest House, Khalini, Shimla -2 0177-2625857,2621608	hpsacs@gmail.com
11	Jammu & Kashmir	The Project Director, Jammu & Kashmir State AIDS Prevention & Control Society, 48, Samandar Bagh, Lal Chawk, Srinagar. Tele : 0194-2477516,2486409, 2476642	jksacs@gmail.com,
12	Madhya Pradesh	The Project Director, Madhya Pradesh State AIDS Control Society,	mpsacs@gmail.com/ mpsacsb@sanchar.ne

S. No	Name of the State	Address of the SACS	Email Id
		1 Arera Hills, 2 nd Floor, OILFED Building, Bhopal – 462 011 Tele : 0755-2577016, 2559629,2577628 / 29	t.in
13	Punjab	The Project Director, Punjab State AIDS Control Society, 4th Floor, Prayaas Building, Sector-38 B, Chandigarh. Tele : 0172-2636795.	punjabsacs@gmail.com
14	Uttar Pradesh	The Project Director, Uttar Pradesh State AIDS Control Society, A -Block, 4 th Floor, P.I.C.U.P. Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226 010 Tele : 0522 – 2720360/61	upsacs@gmail.com
15	Uttarakhand	The Project Director, Uttarakhand State AIDS Control Society, Red Cross Bhawan, Near Directorate Medical Health, Dandalakhound, Gujrada, (Opp, I.T. Park), Sahstradhara Road, Dehradun TELE : 0135-27228144, 3107947	uttranchalsacs@gmail.com
16	Andhra Pradesh	Andhra Pradesh State AIDS Control Society, Directorate of Medical and Health Services, Sultan Bazar Hyderabad - 500059	sacsandhra@gmail.com
17	Karnataka	Karnataka State AIDS Control Society, No.4/13-1, Crescent Road, High Grounds, Bangalore - 560001.	ksapsdpd@gmail.com
18	Kerala	The Project Director, Kerala State AIDS Control Society, IPP Building, Red Cross Road, Thiruvananthapuram - 695037. Tele : 0471-2304882, 2327938,2305183	keralasacs@gmail.com
19	Pondicherry	The Project Director, Pondicherry AIDS Control Society, No. -93, Perumal Koil Street (Up-Stairs), Pondicherry - 605001.Tele : 0413-234596,2337000	pondicherrysacs@gmail.com
20	Tamil Nadu	The Project Director, Tamil Nadu State AIDS Control Society, 417 Pantheon Road, Egmore, Chennai – 600 008 Tele : 044-28190261, 28194917	tnsacs@tn.nic.in
21	Chennai MACS	Chennai Municipal Corpn. AIDS Control Society, 82 Thiru Vi-Ka-Salai, Mylapore, Chennai - 600003	chennaiMACS@gmail.com
22	Arunachal Pradesh	The Project Director, Arunachal Pradesh State AIDS Control Society, Naharlagun, New Itanagar Arunachal Pradesh – 791110 Tele : 0360-2351016	arunachalsacs@gmail.com,
23	Assam	The Project Director, Assam State AIDS Control Society, Khanapara, Guwahati – 781 022 Tele.: 0361 – 2360524, 2366388	assamsacs@gmail.com,
24	Manipur	The Project Director, Manipur State AIDS Control Society, Medical Directorate, R & D Wing, Lamphelpat, Imphal, Manipur -795 004. Tele : 0385-2410144	manipursacs@gmail.com
25	Meghalaya	The Project Director, Meghalaya State Aids Control Society, Ideal Lodge, Oakland, Shillong – 793001 Tele: 0364-2223140	meghalayasacs@gmail.com

S. No	Name of the State	Address of the SACS	Email Id
26	Mizoram	The Project Director, Mizoram State AIDS Control Society, MV-124, Mission Veng South, Aizawl – 796005. Mizoram Tele : 0389-2321556/2321566	drkroopari@veryfast.biz
27	Nagaland	The Project Director, Nagaland State AIDS Control Society, Health & Family Welfare Department, New Secretariat Building, Kohima – 797 001. Tele : 0370-2241046,2241543	naglandsacs@gmail.com
28	Sikkim	The Project Director, Sikkim State AIDS Control Society, S.T.N.M. Hospital, Yangthang Building, Kazi Road, Gangtok, Sikkim -737 101 Tele : 03592-205343,224481	sikkimsacs@gmail.com
19	Tripura	The Project Director, Tripura State AIDS Control Society, Health Directorate Building, Pandit Nehru Complex, Gurkhabasti, 2 nd Floor, P.O. Kunjaban, Agartala, West Tripura – 799 006 Tele : 0381-2321614, 2221614	tripurasacs@gmail.com
30	Andaman & Nicobar	The Project Director, Andaman & Nicobar AIDS Control Society, G.B. Pant Hospital Complex, Port Blair-744104. Tele : 03192 - 236555, 237941	andamansacs@gmail.com,
31	Bihar	The Project Director, Bihar State AIDS Control Society, State Instt. Of Health & F W, Sheikhpura, Patna-800014 Tele : 0612 – 2213383, 2290278, 2292494	biharsacs@gmail.com,
32	West Bengal	The Project Director, West Bengal State AIDS Prevention and Control Society, Swasthya Bhawan, 1 st Floor, Wing –B, GN-29, Sector-V, Salt Lake City, Kolkata – 700 091 Tele : 033- 23574400, 23576000, Fax : 033-23570122.	wbsacs@gmail.com,
33	Jharkhand	The Project Director, Jharkhand State AIDS Control Society, Sardar Hospital Campus, Puruliya Road, Ranchi –1, Jharkhand Tele : 0651- 2309556, 2211018	jharkhandsacs@gmail.com

Appendix ‘A

Schedule No.	Minimum value of completed contract (In Million Indian Rupees or equivalent)	Similar Product
I	2.0	Diagnostic kits
II	7.0	Diagnostic kits
III	5.0	Diagnostic kits
IV	1.0	Diagnostic kits
V	4.0	Diagnostic kits
VI	3.0	Diagnostic kits
VII	10.0	Diagnostic kits
VIII	7.0	Diagnostic kits
IX	2.0	Diagnostic kits
X	5.0	Diagnostic kits

Appendix ‘B’

Schedule No.	Annual Turnover (in Million Indian Rupees or equivalent)
I	6.0
II	21.0
III	15.0
IV	3.0
V	12.0
VI	9.0
VII	30.0
VIII	21.0
IX	6.0
X	15.0

SECTION IV. TECHNICAL SPECIFICATIONS

Section IV. Technical Specifications

INDEX FOR TECHNICAL SPECIFICATIONS

	Topic
Part A	Technical Specifications For HBV(RAPID) & HCV(RAPID) TEST KITS
Part B	Technical Specifications - General
Part C	Special Instructions
Part D	Inspection & Tests
Part E	Bar coding requirements for all medical supplies

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 to V: TECHNICAL SPECIFICATIONS FOR HBV (RAPID)

Sl.	Specific Requirement:	Your Offer (Please fill-in) “Comply”/ “Not comply”
1.	The supplier should supply 600 tests x 2 sets free of cost from each batch for random evaluation at the identified laboratories for pre-dispatch lot verification. Protocol of each batch is to be attached	
2.	A ‘Cold Chain indicator’ is to be supplied with the kits with the following specification:	
i.	A cumulative time/temperature indicator should indicate the exposure to temperature in the range of 2-8 °C	
ii.	The cumulative time-temperature indicator technology used should be prequalified by WHO	
iii.	The indicator should change color uniformly, irreversibly and the rate of reaction should be predictable by appropriate kinetic parameters.	
iv.	The color change should have a well-defined start point and end point that can be correlated to the heat stability of the kit.	
3.	Bar-coding details are enclosed as Annexure I in Technical Specifications.	

Sl.	Requirements	Your Offer (Please fill-in) “Comply”/ “Not comply”
	<u>HBV (RAPID) TEST KITS</u>	
1.	Should be solid phase/ particle coated with monoclonal antibodies to HBsAg	
2.	The assay should be able to detect surface antigen to Hepatitis B virus .	
3.	Adequate documents detailing the principle, components, bio-safety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions, limitation of assays, manufacturing & expiry dates should be provided with each Kit.	
4.	The Kit should have approval of the statutory authority from the country of origin.	
5.	In case of Imported kits it should be registered and licensed by the DCG(I).	
6.	In case of indigenous manufacturers should be licensed by the competent authority defined under Drugs and Cosmetics Act at 1940 & also be evaluated by the Centres approved by the DCG(I).	
7.	The kit should have minimum 60% or more of the shelf life at the port of discharge of consignees.	
8.	The time required for performing the test should not be more than 30 minutes.	
9.	The assay component should include reactive and non-reactive controls sufficient for conducting individual testing.	
10.	The assay should have sensitivity of $\geq 99.0\%$ and specificity of $\geq 98\%$.	
11.	The assay should have analytical sensitivity of detecting ≤ 0.5 ng/ml.	
12.	The manufacturer/ authorized agent should ensure maintenance of cold chain during storage & transport the kits at 2-8 °C	
13.	The pack size should not be more than 50 tests wherein each test is individually packed.	

Schedule VI to X: TECHNICAL SPECIFICATIONS FOR HCV (RAPID)

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.

Sl.	Specific Requirement:	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1.	The supplier should supply 600 tests x 2 sets free of cost from each batch for random evaluation at the identified laboratories for pre-dispatch lot verification. Protocol of each batch is to be attached	
2.	A ‘Cold Chain indicator’ is to be supplied with the kits with the following specification:	
i.	A cumulative time/temperature indicator should indicate the exposure to temperature in the range of 2-8 °C	
ii.	The cumulative time-temperature indicator technology used should be prequalified by WHO	
iii.	The indicator should change color uniformly, irreversibly and the rate of reaction should be predictable by appropriate kinetic parameters.	
iv.	The color change should have a well-defined start point and end point that can be correlated to the heat stability of the kit.	
3.	Bar-coding details are enclosed as Annexure I in Technical Specifications.	

Sl.	Requirements	Your Offer (Please fill-in)
	<u>HCV (RAPID) TEST KITS</u>	“Comply”/ “Not comply”
1.	Should be solid phase/particle coated with recombinant and / or synthetic peptide antigens for Core, NS3, NS4 and NS5.	
2.	Adequate documents detailing the principle, components, bio-safety, methodologies, validity criteria, interpretation of results, performance characteristics, storage conditions. limitation of assays, manufacturing & expiry dates should be provided with each Kit.	
3.	The Kit should have approval of the statutory authority from the country of origin.	
4.	In case of Imported kits it should be registered and licensed by the DCG(I) .	
5.	In case of indigenous manufacturers should be licensed by the competent authority defined under Drugs and Cosmetics Act at 1940 & also be evaluated by the Centres approved by the DCG(I).	
6.	The kit should have minimum 60% or more of the shelf life at the port of discharge of consignees.	
7.	The time required for performing the test should not be more than 30 minutes.	
8.	The assay component should include reactive and non-reactive controls sufficient for conducting individual testing.	
9.	The assay should have sensitivity of $\geq 99.0\%$ and specificity of $\geq 98\%$.	
10.	The manufacturer/ authorized agent should ensure maintenance of cold chain during storage & transport the kits at 2-8 °C	
11.	The pack size should not be more than 50 test wherein each test is individually packed.	

PART B**TECHNICAL SPECIFICATION – GENERAL**

Sl.	<i>Our Minimum Requirements</i>	Your Offer (Please fill-in)
	TECHNICAL SPECIFICATION – GENERAL	<i>“Comply”/ “Not comply”</i>
1.	<u>Product and Package Specifications</u>	
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	
2.	<u>Product Information</u>	
2.1.	The following information will be required for each pharmaceutical product offered by the Bidder: <ul style="list-style-type: none"> i) International Non-Proprietary Name (INN), if applicable; ii) Brand Name (if it appears on label); iii) Name and address of the manufacturer; iv) Country of origin; and v) Compendia standards 	
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.	
3.	<u>Expiration Date</u>	
3.1.	All products must indicate the dates of manufacture and expiry	
4.	<u>Recalls</u>	

Sl.	<i>Our Minimum Requirements</i>	Your Offer (Please fill-in)
	TECHNICAL SPECIFICATION – GENERAL	<i>“Comply”/ “Not comply”</i>
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 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 taken off the market due to safety problems.	
5.	<u>Labeling Instructions</u>	
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	
6.	<u>Details of Packing/Cases</u>	
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.	
7.	<u>Unique Identifier</u>	
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.	
8.	<u>Qualifications of Manufacturer</u>	
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.	
9.	<u>Standards and Quality Assurance Requirements</u>	

Sl.	<i>Our Minimum Requirements</i>	Your Offer (Please fill-in)
	TECHNICAL SPECIFICATION – GENERAL	<i>“Comply”/</i> <i>“Not comply”</i>
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	
(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:

.....

.....

.....

PART C**SPECIAL INSTRUCTIONS**

Sl.	<i>Our Requirements</i>	Your Offer (Please fill-in)
	SPECIAL INSTRUCTIONS	<i>“Comply”/</i> <i>“Not comply”</i>
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 :Third 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**

Sl.	<i>Our Requirements</i>	Your Offer (Please fill-in)
	<u>Inspection & Tests</u>	<i>“Comply”/ “Not comply”</i>
	The following inspection procedures and tests are required by the Purchaser.	
a.	The supplier should supply 600 tests x 2 sets free of cost 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. Another set of sealed sample will be retained with the testing lab as counter sample till the shelf life.	
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**

<i>Our Requirements</i>	<i>Your Offer (Please fill-in)</i>
Bar coding requirements for all medical supplies	<i>“Comply”/ “Not comply”</i>
<p>Section A) Primary packaging (Item level and monocarton level)</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"> a) GS1 linear barcode symbology (EAN-13/UPC-A/EAN-8) to encode GTIN (Global Trade Identification Number) within the barcode. <li style="text-align: center;">or 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). <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 & marking requirements.</p>	
<p>Section B) Secondary level Packaging (Intermediate packaging)</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"> 1) Product identification Code (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) <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 & marking requirements.</p>	
Section C) Tertiary level packaging (Shipper level packaging)	

<i>Our Requirements</i>	Your Offer (Please fill-in)
Bar coding requirements for all medical supplies	<i>“Comply”/ “Not comply”</i>
<p>At shipper level packaging , a single label containing two barcodes needs to be generated and stickered . The barcodes will encode following information:</p> <p>The first barcode will contain the following information:</p> <ol style="list-style-type: none"> 1) Product Identification Code (GTIN-14 of shipper level pack) using application identifier (01). 2) Expiry Date in YYMMDD format using application identifier (17) 3) Batch/Lot Number using application identifier (10) <p>The second barcode will contain the following information:</p> <ol style="list-style-type: none"> 1) SSCC (Serial Shipping Container Code) using application identifier (00) <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 & marking requirements.</p>	

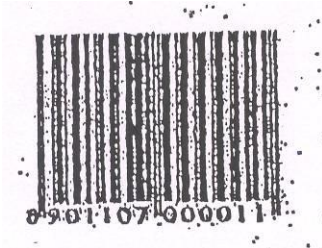
Annexure “A”

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)



SECTION V. SAMPLE FORMS

SAMPLE FORMS

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1. Bid Form

Date: [insert: **date of bid**]

[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 at a unit rate of Rs. _____ (hereinafter called "the Unit 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 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 17.1 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

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

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

We confirm that we comply with the eligibility requirements as per ITB clause 4 of the bidding documents.

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

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

Signed:

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

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

2a. Price Schedule for indigenous items

1	2	3	4	5						6	7	8	9
Schedule No	Product	Unit pack size	Quantity offered	Price for each unit						Total Unit price	Total price	Name of manufacturer	Country of origin
				Ex-factory Ex-warehouse Ex-showroom Off-the-shelf	Excise duty, if any		Sales Tax/ VAT if any		Other charges including inland transportation, incidental charges etc.				
					In %	In INR	In %	In INR					
				(a)		(b)		(c)	(d)	(a+b+c+d)	4 x 6		

Note:

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.
- (c) “We hereby declare that in quoting the above price, we have taken into account the entire credit on inputs available under the CENVAT CREDIT scheme & VAT.

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

2b. Price Schedule for imported items

1	2	3	4	5			6	7	8	9
Schedule No	Product	Unit pack size	Quantity offered	Price for each unit			Total Unit price	Total price	Name of manufacturer	Country of origin
				CIF (Indian port) (in INR)	Custom duty (in INR)	Other charges including inland transportation etc. (in INR)				
				(a)	(b)	(c)	(a+b+c)	4 x 6		

Note:

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

3. Bid Security Form

Date: [insert: ***date***]
IFB: [insert: ***name and number of IFB***]
Contract: [insert: ***name and number of Contract***]

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

WHEREAS [insert: ***name of Bidder***] (hereinafter called “the Bidder”) has submitted its bid dated [insert: ***date of bid***] for the performance of the above-named Contract (hereinafter called “the Bid”)

KNOW ALL PERSONS by these present that WE [insert: ***name of bank***] of [insert: ***address of bank***] (hereinafter called “the Bank”) are bound unto [insert: ***name of Purchaser***] (hereinafter called “the Purchaser”) in the sum of: [insert: ***amount***], for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [insert: ***number***] day of [insert: ***month***], [insert: ***year***].

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder
 - (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
 - (b) does not accept the Purchaser’s corrections of arithmetic errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to sign the Contract Agreement when required; or
 - (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.
 - (c) In case of any false, incorrect or misleading information provided in the bid.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [insert: ***the date that is 45 days after the period of bid validity***], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: _____
Date: _____

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

Common Seal of the Bank

4. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) [*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
- (2) [*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 at a unit rate of [*insert: contract price in words and figures*] (hereinafter called “the Contract Price”) during the period of contract i.e. _____

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) Instruction to bidder
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications, Functional Requirements and Implementation Schedule)
 - (e) The Supplier’s bid and original Price Schedules
 - (f) The Schedule of Requirements
 - (g) The Purchaser’s Notification of Award
 - (h) [*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 PHARMACEUTICALS & VACCINES	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS
---------	---	------------	-------------	----------------

TOTAL VALUE:

Delivery Schedule:

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”

5. Performance Security Bank Guarantee

(unconditional)

Date: [insert: ***date***]

IFB: [insert: ***name or number of IFB***]

Contract: [insert: ***name or number of Contract***]

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

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract”) signed on [insert: ***date***] between you and [insert: ***name of Supplier***] (“the Supplier”) concerning the supply and delivery of [insert: ***a brief description of the Goods***]. By this letter we, the undersigned, [insert: ***name of bank***], a bank (or company) organized under the laws of [insert: ***country of bank***] and having its registered/principal office at [insert: ***address of bank***], (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [insert: ***amount in numbers and words***]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

This guarantee shall expire no later than the ____ day of _____, 2____, and any demand for payment under it must be received by us at this office on or before that date.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

6. 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

7. 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 legally binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the ITB.]

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

IFB 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 against the above IFB.

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 against this IFB.

No company or firm or individual other than M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB.

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 – Modify this format suitably in cases where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

8. Acknowledgement of Receipt of Goods (for 90% Payment)

(This certificate is to be issued to RITES and copy to Supplier and NACO. All the three copies "should be signed in ORIGINAL".)

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

9. Final Acceptance Certificate (for Balance 10% Payment)

(This certificate is to be issued to RITES and copy to Supplier and NACO. All the three copies "should be signed in ORIGINAL".)

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

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	:
<u>CERTIFICATE</u>	
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 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

10. 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.

11. PROFORMA FOR OTHER DETAILS OF BIDDER, MANUFACTURER AND ITS BANK

1. Name & full address of the Manufacturer:

2. (a) Telephone & Fax No	Office /Works
(b) Telex No.	Office/Works
(c) Telegraphic address:	
(d) Email	

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

5. (a) Telephone/Mobile & Fax No	Office/Factory/Works
(b) Telex No.	Office/Works
(c) Telegraphic address:	
(d) Email	

6. Details of two Persons that RITES Ltd. may contact for requests for clarification during bid evaluation:

	1 st	2 nd
(i) Name:		
(ii) Tel number (direct):		
(iii) Mobile No.		
(iv) Email address		

7. Bank details from where the Bank Guarantee for Bid Security has been issued:

(i) Name and address of the Bank:
(ii) For a foreign bank, name of correspondent Bank in India:
(iii) Name of the contact Person
(iv) Phone number/Mobile
(v) Fax Number
(vi) Email address

Signature and seal of the Bidder

12. INTEGRITY PACT

Between
rites LTD. acting for and on behalf of and as an Agent / Power of Attorney Holder of
_____ hereinafter called the “Purchaser” AND
_____ hereinafter referred to as "The Bidder/Supplier"

Preamble

The Purchaser intends to award, under laid down organizational procedures, contract/s for _____. The Purchaser values full compliance with all relevant laws and regulations, and economic use of resources, and of fairness and transparency in his relations with the Bidder/s and/or Supplier/s.

In order to achieve these goals, the Purchaser will appoint an Independent External Monitor (IEM) who will monitor the Tender process and execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Purchaser

- (1) The Purchaser commits himself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Purchaser, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 2. The Purchaser will, during the tender process, treat all Bidders with equity and reason. The Purchaser will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Purchaser will exclude from the process all known prejudiced persons.
- (2) If the Purchaser obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Purchaser will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Supplier

- (1) The Bidder/Supplier commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Bidder/Supplier will not directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Supplier will not commit any offence under the relevant IPC/PC Act; further the Bidder/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3-Disqualification from tender process and exclusion from future contracts

If the Bidder/Supplier, before award or during execution has committed a transgression through a violation of Section 2 above, or in any other form such as to put his reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder/Supplier from the tender process or take action as per the procedure mentioned in the "Guideline on banning of business dealing" annexed and marked as **Annexure "A"**.

Section 4- Compensation for Damages

- (1) If the Purchaser has disqualified in terms of the provisions in Section 3, the Bidder/Supplier from the tender process prior to the award of contract, the Purchaser is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Purchaser has terminated the contract during execution in terms of the provisions under Section 3, the Purchaser shall be entitled to demand and recover from the Supplier the damages equivalent to Performance Security.

Section -5 Previous transgression

- (1) The Bidder/ Supplier declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder/Supplier makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

Section -6 Equal treatment of all Bidders/Suppliers

- (1) The Bidder/Supplier undertakes to demand from all partners (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Purchaser before signing the contract.
- (2) The Bidder/ Supplier confirms that any violation by any of his partners to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Supplier himself, leading to possible Termination of Contract in terms of Section 4.
- (3) The Purchaser will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidders/Suppliers

If the Purchaser obtains knowledge of conduct of a Bidder, Supplier or Partners, or of an employee or a representative or an associate of a Bidder, Supplier, which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to its Chief Vigilance Officer.

Section -8 Independent External Monitor/Monitors

- (1) The Purchaser shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the MD/RITES Ltd.
- (3) The Bidder/Supplier accepts that the Monitor has the right of access without restriction to all Project documentation of the Purchaser including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Supplier/Partners with confidentiality.
- (4) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Purchaser and the Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Purchaser or the Bidder/ Supplier, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD/RITES Ltd. within 8-10 weeks from the date of reference or intimation to him by the Purchaser and should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the MD/RITES Ltd. of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/RITES Ltd. has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

This pact begins when both parties have legally signed it. It expires for the Supplier when his Security Deposit is released on completion of the contractual obligation.

If any claim is made/lodged during this time the same shall be binding and continue to be valid despite the lapse of this pact specified above, unless it is discharged/determined by MD/RITES Ltd.

Section 10 Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Supplier is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being incharge and who holds the Power of Attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with

the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3.

- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

MITES Ltd.

Agent / Power of Attorney Holder

(For & on behalf of the Purchaser)

(For the Bidder/Supplier)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address)

Witness 2

(Name & Address)

Annexure - 1

12 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) Bid Security 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 (Valid upto 45-days beyond the bids validity) as specified in ITB Data Sheet clause 18.2)		
	(d) Amendment in Bid Security (if any)		
2	The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.		
3	(a) Bid Form duly signed		
	(b) Power of Attorney in favour of the signatory		
4	(a) Availing Deemed Export benefits?		
	(b) Form of Declaration regarding Deemed Export		
5	The manufacturer's authorization form in Form 7 of Section V		
6	Documents establishing post qualification (ITB 6)		
	(a) Certificate of incorporation of Manufacturer		
	(b) Manufacturing Licence of the good(s) quoted in bid		
	(c) Proof of Exp in manufacturing & marketing of specific goods for at least one year, Indicate Serial No. in performance statement		
	(d) Proof of experience in manufacturing & marketing of similar goods for at least three years, Indicate Serial Nos. in performance statement		
	(e) Performance statement as per required Proforma, along with supporting documents viz. (i) Copy of Purchase Orders, (ii) Copy of Invoices, (iii) Proof of Payment received from Purchasers & (iv) Documentary evidence (Client's certificate) in support of satisfactory completion of contract.		
	(f) ISO 13485:2003 (or FDA 21 CFR 820) by way of accreditation by an independent recognized certification body		
	(g) Indicate Sr. No. in performance statement which establishes the post qualification criteria of completing one similar contract in last three years		
	(h) Certificate of having achieved Annual production rate of equivalent product for last three years by CA and supported by audited Annual Report.		
	(i) Copies complete set of audited financial statements of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) certified by the auditor of the Company for last three financial years		
7	Documents to establish that product is registered in India as per ITB clause 6.4 if applicable		
8	Details of onsite quality control laboratory facilities and services and range of test conducted.		
9	Capacity and Quality certification form in the format provided in Bidding document issued by relevant Country Authority.		
10	Affidavit to disclosure about any instance of debarment/blacklisting by state or central Govt. Health organisation		
11	Statement of installed manufacturing capacity certified by appropriate authority		
12	No deviation statement on technical specification		

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
13	Check list of technical specification		
14	(a) Agreement with all terms and condition of the bid document		
	(b) If no, have you indicated deviations		
15	(a) Mentioned Price in the appropriate Proforma		
	(b) Conditional or unconditional discount mentioned in the bid (if any)		
16	Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; for both manufacturer & non manufacturer		
17	Undertaking as per clause ITB 6 (C)(6) {The bidder and the manufacturer whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is procured by the bidder, that may have resulted into adverse actions taken against the bidder during the last three years. Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. If no adverse action has been taken against the Bidder, the Bidder must provide a statement in its bid saying that there has been no such previous past performance resulting in adverse actions being taken against him. }		
18	(a) The bidder shall provide an undertaking that: The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		
	(b) The firm does not employ a government servant, who has been dismissed or removed on account of corruption.		
19	List of drugs being manufactured by the bidder with product registration/ license number and date.		
20	<u>Form 11: Proforma for other details of Bidder, Manufacturer and its Bank</u>		
21	<u>Form 12: Integrity Pact</u>		