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

Government of India

National AIDS Control Support Project

NATIONAL COMPETITIVE BIDDING

e-TENDER DOCUMENT

For

PROCUREMENT OF Tablet Buprenorphine 0.4 mg

IFB NO.:- RITES/MSM/NACP/04/2017

RITES
THE INFRASTRUCTURE PEOPLE

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

Through

RITES Ltd.,
RITES Bhawan-II, 4th Floor, Plot No.144, Sector 44
Gurgaon - 122003, Haryana, India
Fax: 91(124) 2571659/2571660
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NATIONAL COMPETITIVE BIDDING

FOR

PROCUREMENT OF Tablet Buprenorphine 0.4 mg

NAME OF THE PROJECT : - ***National AIDS Control Support Project***

BID REFERENCE: - RITES/MSM/NACP/04/2017

Published Date	11.06.2018
Bid Document Download / Sale Start Date	11.06.2018
Pre- Bid Meeting Date & Time	19-06-18 at 1415 Hrs (IST)
Pre-bid Query Receipt Start Time & Date	19-06-2018 from 1000 Hrs (IST)
Pre-bid Query Receipt End Time & Date	21-06-2018 up to 1730 Hrs. (IST)
Bid submission Start Date & Time	20-06-2018 from 1000 Hrs (IST)
Bid submission End Date & Time	**11.07.2018 up to 1415 Hrs. (IST)**
Bid Opening Date & Time	**12.07.2018 at 1430 Hrs. (IST)**
PLACE OF OPENING OF BIDS:	**RITES Ltd.,** **MSM Division**, RITES Bhawan-II, 4th Floor, Plot No.144,Sector 44, Gurgaon-122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/412/403
ADDRESS FOR COMMUNICATION:	**RITES Ltd.,** **MSM Division,** RITES Bhawan-II, 4th Floor, Plot No.144,Sector 44, Gurgaon-122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/412/403

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INVITATION FOR BIDS

Invitation for Bids (IFB)
(National Competitive Bidding)

Country	**:**	**India**
Name of Project	**:**	**National AIDS Control Support Project**
Credit No.	**:**	**5236-IN**
Name of Goods	**:**	**Tablet Buprenorphine 0.4 mg**
IFB No.	**:**	**RITES/MSM/NACP/04/2017**

1. This invitation for bids follows the general procurement notice for this programme that appeared in United Nations *Development Business* (UNDB) Website on 16th April, 2007.

2. Government of India has received a credit (No. 5236-IN) from the International Development Association (IDA) towards the cost of World Bank assisted **National AIDS Control Support Project** and it is intended that part of the proceeds of this fund will be applied to eligible payments under this proposed project for supply of ***Tablet Buprenorphine 0.4 mg*** against Schedule **I** for which this invitation for bid is issued.

3. Ministry of Health & Family Welfare, Department of AIDS Control, (National AIDS Control Organization), Government of India. Through RITES Ltd authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi) now invites sealed bids from eligible bidder for the Procurement of Tablet Buprenorphine 0.4 mg in the quantity as per Schedule of Requirement to the consignee located at **various states all over India.**

4. Bidding will be conducted through the National Competitive Bidding procedures specified in the World Bank's Guidelines: *Procurement under IBRD Loans and IDA Credits [January 2011]*, and is open to all bidders from eligible sources.

5. 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.

6. Detailed tender document may be downloaded from Central Public Procurement (CPP) portal (*https://etenders.gov.in/eprocure/app*) prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. To participate in the E-Bid submission for RITES, it is mandatory for the bidders to get their firms registered with E-Procurement Portal *https://etenders.gov.in/eprocure/app.*, using a valid Digital Signature Certificate (DSC) and valid email address. The bidders will be required to submit their bids online on the e-Procurement Module. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer.

7. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on **19-06-2018 at** 1415 hrs (IST) at the address mentioned below. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders.

8. Dead line for submission of bid: **14:15 hours on 11.07.2018 (IST).** All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –VI: Schedule of Requirement. In case bidder has any problem in uploading the scanned copies of instruments for payment of Bid Security, he/she must submit the copy of original Bid Security at RITES Office address before opening of bid. The Bid Security shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to the address below. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at **14:30 hours on 12.07.2018 (IST)**.

Group General Manager/MSM
RITES Ltd.,
MSM Division, RITES Bhawan-II,
4th Floor, Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India
Fax: 91(124)2571659/2571660
Tel: 91(124) 2728-450/409/422
Email: rites_naco@rediffmail.com

SECTION I
INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

1.1 The Purchaser, as specified in the **Bid Data Sheet** and in the Special Conditions of Contract (SCC), invites bids for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or nutritional supplements as specified in the **Bid Data Sheet**) described in the Schedule of Requirements. The name and identification number of the Contract is provided in the **Bid Data Sheet** and in the SCC.

1.2 Throughout these bidding documents, the terms "writing" means any type written, or printed communication, including e-mail, telex, cable, and facsimile transmission, and "day" means calendar day. Singular also means plural.

2. Source of Funds

2.1 The Borrower named in the **Bid Data Sheet** has applied for or received a loan or credit (as identified with the loan/credit number in the **Bid Data Sheet** and called a "loan" in these Bidding Documents) from the International Bank for Reconstruction and Development or from the International Development Association (interchangeably called "the Bank" in these Bidding Documents) equivalent to the amount in U.S. dollars indicated in the **Bid Data Sheet** toward the cost of the Project named in the **Bid Data Sheet.** The Borrower intends to apply a part of the proceeds of this loan to eligible payments under the Contract for which these bidding documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

3. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[1] In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice"[2] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[3] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[4] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[5] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

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

[1] In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

[2] "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

[3] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[4] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

[5] A "party" refers to a participant in the procurement process or contract execution.

investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 5.4 and 23.1 (d) of the General Conditions of Contract.

3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the Bank will cancel the portion of the loan allocated to a Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Borrower or of a beneficiary of the loan during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

4. Eligibility

4.1 Except as provided in ITB Sub-Clauses 4.2 and 4.3, this bidding process is open to qualified (prequalified or not) firms from any country, pursuant to the Guidelines: Procurement under IBRD Loans and IDA Credits herein referred to as the Procurement Guidelines.

4.2 Firms of a member country may be excluded from bidding if:

(a) either: (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.

(b) a firm has been engaged by (i) the Borrower or (ii) the Purchaser or (iii) a Purchasing Agent that has been duly authorized to act on behalf of the Borrower or Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.

(c) government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Borrower or Sub-Borrower under a Bank-financed project shall be permitted to bid or submit a proposal for the procurement of Goods under the project.

4.3 A firm declared ineligible by the Bank in accordance with ITB Sub-Clause 3.1 (c) shall be ineligible to bid for a Bank-financed contract during the period of time determined by

the Bank.

4.4 A firm that has been determined to be ineligible by the Bank in relation to the Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants shall be not be eligible to be awarded a contract.

4.4 Pursuant to ITB Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

5. Eligible Goods and Services

5.1 Funds from Bank loans are disbursed only on account of expenditures for the Goods and Services, provided by nationals of, and produced in or supplied from eligible source countries as defined in the edition of the *Procurement Guidelines* specified in the **Bid Data Sheet** and in Section III**.** Goods produced or Services supplied from a Bank member country may be excluded if that member country is subject to the conditions specified in ITB Sub-Clause 4.2 (a) (i) or (ii).

5.2 For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.

5.3 For purposes of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, commissioning, and training.

6. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents

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

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

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

(a) a detailed description of the essential technical and

performance characteristics of the Goods;

(b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

(c) any other procurement-specific documentation requirement as stated in the **Bid Data Sheet.**

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

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

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

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

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

6.4.2 If the Goods of the successful Bidder have not been registered in the Purchaser's country at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.

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

Specifications.

7. Qualifications of the Bidder

7.1 The Bidder shall provide documentary evidence to establish to the Purchaser's satisfaction that:

(a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet,** and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet.** If a prequalification process has been undertaken for the Contract, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification.

(b) in the case of a Bidder offering to supply Health Sector Goods, identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in the Purchaser's country;

(c) in the case of a Bidder who is not doing business within the Purchaser's country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) the Bidder meets the qualification criteria listed in the **Bid Data Sheet** (see additional clauses of Bid Data Sheet for pharmaceuticals and vaccines).

8. One Bid per Bidder

8.1 A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20). A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

10. Content of Bidding Documents

10.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 12.

Section I.	Instructions to Bidders (ITB)
Section II.	Bid Data Sheet (BDS)
Section III	Eligibility
Section IV.	General Conditions of Contract (GCC)
Section V.	Special Conditions of Contract (SCC)
Section VI.	Schedule of Requirements
Section VII.	Technical Specifications
Section VIII.	Sample Forms (including Contract Agreement)

10.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, said Bidding Documents will take precedence.

11. Clarification of Bidding Documents

11.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the **Purchaser** in writing or by cable (for these ITB, the term "cable" is deemed to include electronic mail, telex, or facsimile) at the **Purchaser's** address **indicated in the Bid Data Sheet.** The **Purchaser** will respond **in writing to any request for clarification received no later than fourteen (14) calendar days** prior to the deadline of submission of bids. Copies of the Purchaser's response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source.

12. Amendment of Bidding Documents

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

12.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.

12.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for

submission of bids, in which case, the Purchaser will notify all Bidders by cable confirmed in writing of the extended deadline.

C. PREPARATION OF BIDS

13. Language of Bid

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

14. Documents Constituting the Bid

14.1 The bid submitted by the Bidder shall comprise the following:

(a) duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section VIII;

(b) original form of bid security in accordance with the provisions of ITB Sub-Clause 19 (Bid Security);

(c) alternative offers, at the Bidder's option, when permitted;

(d) written power of attorney authorizing the signatory of the bid to commit the Bidder;

(e) in the absence of prequalification, documentary evidence in accordance with ITB Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Bidder's eligibility to bid including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;

(f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Goods and ancillary services to be supplied by the Bidder are eligible Goods and Services, pursuant to ITB Clause 5, and that they conform to the Bidding Documents;

(g) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 7 that the Bidder is qualified to perform the Contract if its bid

is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Paragraph 7.1 (a) the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in said information, a statement to this effect;

(h) any other documentation as requested in the **Bid Data Sheet.**

15. Bid Form

15.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.

15.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:

(a) **Group A:** Bids offering Health Sector Goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be produced or manufactured has been engaged in producing or manufacturing such Goods at least since the date of bid submission.

(b) **Group B:** All other bids offering Health Sector Goods from within the country of the Purchaser.

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

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

16. Bid Prices

16.1 Prices shall be quoted as specified in each Price Schedule included in Section VIII, Sample Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through

carriers registered in any eligible country, in accordance with Section III Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section III Eligible Countries.

16.2 Prices shall be entered in the following manner:

(a) For Goods manufactured in the Purchaser's Country:

(i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the **Bid Data Sheet.**

(b) For Goods manufactured outside the Purchaser's Country, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **Bid Data Sheet;**

(ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the **Bid Data Sheet;**

(iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **Bid Data Sheet**;

(c) For Goods manufactured outside the Purchaser's Country, already imported:

[For previously imported Goods, the quoted CIP price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or

representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the CIP price which is the difference of those values.]

(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country obtained as the difference between (i) and (ii) above;

(iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

(v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the **Bid Data Sheet**.

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:

(i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

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

16.4 The Bidder's separation of price components in accordance with ITB Clause 16.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

16.5 Unless otherwise specified in the **Bid Data Sheet,** prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 29. If, however, in accordance with the **Bid Data Sheet,** prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price will not be adjusted.

16.6 Pursuant to Sub-Clause 16.1 above, and if so indicated in the **Bid Data Sheet,** bids are being invited for one or more items, or for individual Contracts (lots) each comprising at least eighty percent (80%) of the total number of items required under the lot. In both cases, each item offered must comprise the full quantity required under that item. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid prices.

17. Currencies of Bid

17.1 Prices shall be quoted in the following currencies:

(a) The Bidder may express the bid price of the Health Sector Goods to be supplied from outside the Purchaser's Country entirely in the currency or currencies of Bank member countries. If the Bidder wishes to be paid in a combination of different currencies, it must quote its price accordingly, but no more than three foreign currencies may be used.

(b) Unless otherwise specified in the **Bid Data Sheet,** the Bidder shall express its prices for such goods to be supplied from within the Purchaser's country in the currency of the country of the borrower.

18. Period of Validity of Bids

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

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

required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

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

19. Bid Security

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

19.2 The bid security shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 18.2.

19.3 The bid security shall, at the Bidder's option, be in the form of either a letter of credit or a bank guarantee from a reputable banking institution, or a bond issued by a surety selected by the Bidder and located in any country. If the institution issuing the bond is located outside the purchaser's country, it shall have a correspondent financial institution located in the purchaser's country to make it enforceable. The format of the bank guarantee/bond shall be in accordance with the forms included in the bidding documents; other formats may be permitted, subject to the prior approval of the Purchaser.

19.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as nonresponsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.

19.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible.

19.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security.

19.7 The bid security may be forfeited

(a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 18.2 and 25.3; or

(b) in the case of a successful bidder, if the Bidder fails

within the specified time limit to:

(i) sign the contract, or

(ii) furnish the required performance security.

19.8 If a bid security is **not required in the BDS**, and

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 18.2, or

(b) if the successful Bidder fails to: sign the Contract in accordance with ITB 39; or furnish a performance security in accordance with ITB 40;

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

20. Alternative Bids by Bidders

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

21. Format and Signing of Bid

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

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

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

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

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

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

22.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser at the address given in the **Bid Data Sheet;**

(c) bear the specific identification of this bidding process indicated in the **Bid Data Sheet,** the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet;** and

(d) bear a statement "DO NOT OPEN BEFORE [date and time]" to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 23.1.

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

23. Deadline for Submission of Bids

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

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

24. Late Bids

24.1 Any bid received by the Purchaser after the deadline for

submission of bids prescribed by the Purchaser in the **Bid Data Sheet** pursuant to ITB Clause 23 will be rejected and returned unopened to the Bidder.

25. Modification and Withdrawal of Bids

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

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

(a) The Bidder shall provide an original and the number of copies specified in the **Bid Data Sheet** of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" and "BID MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION."

(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 22.2 and 22.3.

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

(a) be addressed to the Purchaser at the address named in the **Bid Data Sheet,**

(b) bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words "BID WITHDRAWAL NOTICE," and

(c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.

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

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

E. OPENING AND EVALUATION OF BIDS

26. Bid Opening

26.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet.** Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Clause 22.1, shall be as specified in the **Bid Data Sheet**. Bidders' representatives shall sign a register as proof of their attendance.

26.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding bid.

26.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts and alternative offers, if allowed in the Bid Data Sheet; the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 24.1.

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

26.5 The Purchaser will prepare minutes of the bid opening at the end of the opening session, including, as a minimum: the name of the Bidder and whether there was a withdrawal or modification; the bid price; including any discounts or alternatives offered if permitted in the Bid Data Sheet; the presence or absence of a bid security; the presence or absence of requisite powers of attorney.

26.6 The Bidder's representatives who are present shall be requested to sign the minutes. The omission of a Bidder's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Bidders who request them.

27. Clarification of

27.1 During evaluation of the bids, the Purchaser may, at its

Bids

discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 30.1.

28. Confidentiality

28.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.

28.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

28.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

29. Examination of Bids and Determination of Responsiveness

29.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder.

29.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.3 Prior to the detailed evaluation, pursuant to ITB Clause 32, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's

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

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

30. Correction of Errors

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

31. Conversion to Single Currency

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

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

or

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

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

32. Evaluation and Comparison of Bids

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

32.2 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of Goods manufactured in the Purchaser's country or Goods of foreign origin already located in

the Purchaser's country, sales and other similar taxes, that will be payable on the Goods if a contract is awarded to the Bidder;

(b) in the case of Goods of foreign origin already imported and to be imported from abroad, customs duties and other similar import taxes paid or payable on the Goods if the contract is awarded to the Bidder; and

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

32.3 The comparison shall be between the EXW price of the Goods offered from within the Purchaser's country plus local transportation, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the Goods offered from outside the Purchaser's country, plus local transportation .

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

(a) delivery schedule offered in the bid;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

(c) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

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

(a) Delivery schedule.

(i) The Purchaser requires that the Health Sector Goods under these Bidding Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the Health Sector Goods at the site will be calculated for each bid after allowing for reasonable international and inland transportation time. A delivery "adjustment" will be calculated for and added to each bid by applying a percentage, specified in the **Bid Data Sheet,** of the

EXW/CIF/CIP price for each week of delay beyond the expected time of arrival specified in the Bidding Documents for evaluation purposes. No credit shall be given to early delivery.

or

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

or

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

(b) Deviation in payment schedule.

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

or

(ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is permitted in the **Bid Data Sheet,** the bid will be evaluated by

calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet.**

(c) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or in the Technical Specifications.

33. Domestic Preference

33.1 If indicated in the **Bid Data Sheet** and for the purpose of bid comparison, the Purchaser will grant a margin of preference to Goods manufactured in the Purchaser's country. This margin of preference will be granted in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Paragraph 15.2 (a).

33.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify if necessary, the bid group classification to which Bidders assigned their bids in preparing their Bid Forms and Price Schedules.

33.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for Contract award.

33.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported Goods offered in each Group C bid, for the purpose of this further comparison only, a flat rate of

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

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

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid

from Group C, as determined from the comparison under ITB Sub-Clause 33.3 above, will be selected for award.

F. AWARD OF CONTRACT

34. Postqualification

34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 7.1 and any additional post qualification criteria stated in the **Bid Data Sheet.** If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the lowest evaluated bid to perform the Contract.

34.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate.

34.3 An affirmative 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.

35. Award Criteria

35.1 Pursuant to ITB Clauses 32, 33, and 38, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 34.

36. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

36.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

37. Purchaser's Right to Vary Quantities at

37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet,** the quantity of goods and services

Time of Award

beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

38. Notification of Award

38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted.

38.2 The notification of award will constitute the formation of the Contract.

38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.

38.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

38.5 The Purchaser shall publish in UNDB online and in the dg Market the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

39. Signing of Contract

39.1 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

39.2 Within twenty-eight (28) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

40. Performance Security

40.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the

Conditions of Contract, using the Performance Security Form provided in the Bidding Documents, or in another form acceptable to the Purchaser.

40.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 39 or ITB Sub-Clause 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

SECTION II. BID DATA SHEET

Bid Data Sheet

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

A. GENERAL

ITB 1.1	**Name of Purchaser**: Ministry of Health & Family Welfare, Department of AIDS Control, (National AIDS Control Organization), Government of India. New Delhi **Name of Authorized Procurement Agent**: 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) 2728-450/409/422 E-Mail: rites_naco@rediffmail.com RITES will be handling the bidding process as well as sign the contracts for this IFB on behalf of the Purchaser. The Purchaser will exercise all rights and obligations through RITES for the purpose of this tender. Type of Goods: **Tablet Buprenorphine 0.4 mg** Name and identification number of the Contract: **Procurement of Tablet Buprenorphine 0.4 mg** **IFB No. - RITES/MSM/NACP/04/2017**
ITB 2.1	Name of the Borrower: **Ministry of Health & Family Welfare, (Govt of India.)** Name of Project: **National AIDS Control Support Project** **Project Credit No:** 5236-IN (World Bank) **Schedules I are financed by the World Bank.**
ITB 4.1 & 5.1	Applicable edition of the ***Guidelines: Procurement under IBRD Loans and IDA Credits*****:** [January 2011]
ITB 4.3	The list of such ineligible firms is available on the website of World Bank " http://www.worldbank.org/debarr"

ITB 6.3 (c)	Documentation requirements for eligibility of Goods. In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following documents should be included with the Bid: The Goods offered should meet the specified pharmaceuticals standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of new drug), the Bidder will provide testing protocols and alternative standards.
ITB 6.4	The Applicable Law requires registration of the imported goods to be supplied under the contract, with relevant authorities in India.
ITB 6.4 (b)	By the time of Contract signing, the successful Bidder shall have to submit the following documentary evidence: 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/ grant any delivery extension/extend any help in getting the same.
ITB 6.4.1	Additional information about the requirements for registration can be obtained from the Website: **www.cdsco.nic.in**
ITB 7.1 (a)	**Qualification requirements for Bidders are listed below:** Along with the bid, the Bidder should submit documentary evidence on its qualification to perform the Contract if its bid is accepted as detailed below: **(A) Manufacturer Bidder** (i) 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. drugs/ pharmaceuticals (Capsule/Tablet). Bidder shall submit list of major supply contracts conducted within the last five years as per form 11 in Section VIII. 2. that it has achieved an actual annual production of similar goods of **the quantity at least equal of the quantities** as specified in relevant schedule in "Section IV Schedule of Requirements" during any **one** of the **last three (3) financial years**; certified by chartered accountant. If the bidder quotes for more than one schedule the above criteria will be cumulative. A copy of the achieved annual production rate certified by Chartered Accountant should be submitted 3. That it has generated an **annual turnover of at least of the value as given in Appendix 'B', in any of the last three 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 **three 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 : (1) Actual annual production (sub-clause (i) 2 above) (2) Average annual turnover (sub-clause (i) 3 above) Hence, if the bidder quotes for more than one schedule, the above criteria shall be cumulative. In case the bidder fails to fully meet any of these criteria, it will be qualified only for those schedules for which the bidder or the manufacturer meets the above requirements and combination of the schedules to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer 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 (i) 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 are less than Rs. x Million. The following documents must be included with the bid: Documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted: (ii) 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; A copy of its manufacturing license, a statement of installed manufacturing capacity & list of drugs being manufactured by the bidder with product registration/ license number and date should be submitted. (c) For all regulated products, the bidder should have at least two (2) years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCG(I) less than two (2) years ago. A Certificate from DCG (I) shall be required for all new regulated products to this effect**.** In support of this, data on past performance should be submitted as per Form 11 in Section VIII. Experience of manufacturing and marketing in any strength shall be considered as having experience of manufacturing and marketing goods in other strengths also. (d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on Pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods [for the factory where the specific pharmaceuticals are manufactured and are being offered for supply] or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the above said quality standards during the past one (1) year prior to bid submission. Details of on-site quality control laboratory facilities and services and range of tests conducted should also be submitted. The manufacturer should have a Quality Management System to the satisfaction of the purchaser Note: The bidder should submit a copy of valid WHO GMP along

	with the bid. In case WHO GMP is under renewal then copy of the correspondence with regulatory authority should be submitted. However, copies of valid certificates of WHO GMP must be submitted before issue of NOA. (e) Has a valid certificate of pharmaceuticals product (COPP) as recommended by the WHO for product offered. COPP should be valid on the date of bid opening. **(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 **the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under (A) above** (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) for the respective items supplied by such manufacturer(s), as per authorization Form 8 in Section VIII; b) The bidder has successfully completed **at least one similar contract** within the period of last five years (preceding two months before the date of opening of bids) for supply of goods against the schedule offered. Minimum value of completed contract should be at least 50% of the value to that indicated in Appendix A and that includes comparable products e.g. drugs/ pharmaceuticals (Capsule/Tablet). The bidder will also submit the list of major supply contracts completed within the last five years as per Form 11 in Section VIII. c) that it has generated an annual turnover of at least 50% of the value as given in Appendix 'B', in any of the last three financial years, to qualify for a 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 three financial years duly certified by the auditor of the Company. NOTE: (a) 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, it will be qualified only for those schedules for which the bidder meets the above requirements and combination of the 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 shall be final and binding on the bidder. (b) An agent submitting a bid in its own name will be treated as a non-manufacturer bidder. **For Both (A) and (B)** I. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; II. **written power of attorney** of the signatory of the Bid to commit the Bidder; III. 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 by World Bank or MoH&FW, GOI or any Central Government Department or State Government which is still effective on the date of opening of bid. 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. **The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the purchaser.** IV. 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. V Bidders are required to comply with following three conditions: 1 The supplier shall not supply goods manufactured from

	any of its production units which is banned by DCGI. In addition, any alert issued by any Regulatory authority shall be immediately brought to the notice of the Purchaser and further supply shall be made only after obtaining clearance from the purchaser/client. 2 In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of goods to be supplied under this contract, the lesser of the two prices viz. the unit prices in the contract and the ceiling prices as notified by Government of India, will be applicable for the supplies made after issue of the Notification by GOI. **Note:** (a) An agent submitting a bid in its own name will be treated as a non-manufacturer bidder. (b) The bidder must complete the check list given in Form 22 in Section VIII and submit it along with the Bid. It is essential that Bidders review carefully this Checklist to ensure that their Bid is complete and includes all required information. (c) The bidder should Serial no. all the documents of his bid, provide a summery table & sign/initial all the pages. (d) Details of two persons that RITES may contact for requests for clarification during bid evaluation: Name | | | Telephone No (direct) | | | Email address | | | (e) 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. (f) The supplies against this IFB are required for National Programme. In case of emergent requirement, you are required to supply the goods against this IFB on priority over other commitments
ITB 7.1 (d)	The bidder must meet the qualification criteria as listed in the Bid Data Sheet. as above in 7.1 (a)

B. THE BIDDING DOCUMENTS

ITB 10.3	Add as clause 10.3 to the ITB the following **REGISTRATION** a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: *https://etenders.gov.in/eprocure/app*) by clicking on the link **"Online Bidder Enrolment"** on the CPP Portal which is free of charge. b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile. e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token. **SEARCHING FOR TENDER DOCUMENTS** a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal. b) Once the bidders have selected the tenders they are interested in, they may download the required

	documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document. c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk. **ASSISTANCE TO BIDDERS** a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support- eproc@nic.in b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: https://etenders.gov.in/eprocure/app?page=BiddersManualKit& service=page c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link *https://www.cca.gov.in* d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same. e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 11 are different, even then all the terms and conditions of the tender document will be binding upon the bidder. Bidders can view / download complete bid documents from RITES website http://www.rites.com
ITB 11.1	For the purpose of obtaining clarification the Purchaser's address is :- **Group General Manager/MSM** RITES Ltd., (Procurement Agent) 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) 2728-450/409/422 Email: rites_naco@rediffmail.com
ITB 11.2	Add as clause 11.2 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: 19-06-2018** **Time: 1415 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 pre bid meeting will not be a cause for disqualification of a bidder. A prospective Tenderer requiring any clarification on the Bid Document may notify online only. Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such questions raised and clarifications furnished will be uploaded in *https://etenders.gov.in/eprocure/app* without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded on RITES website.

C. PREPARATION OF BIDS

ITB 13.1	The language of all correspondence and documents related to the bid is: ***English***. Moreover, the key passages of all accompanying printed literature in any other language must be translated into the above language.
ITB 14.1 (h)	In addition to the documents stated in Paragraphs 14.1 (a) through (g), the following documents must be included with the Bid: ➢ Certificate of incorporation of the manufacturer ➢ The bidder shall furnish a certificate from the competent Regulatory Authority that the manufacturer is licensed to manufacture the Goods offered. The following details shall also be provided by Indian Bidders: a) Name, address, PAN. and Income Tax

	details(ward/circle where they are being assessed) of the Directors of the Bidding Company. b) Company's PAN and Income Tax details and ward/circle where it is being assessed, c) Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable.
ITB 15.2 & 15.3	Deleted
ITB 16.1	Add at the end of the Para the following "The bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements"
ITB 16.2 (a) (ii)	Replace the words " Sales Tax" with " Goods & Services Tax"
ITB 16.2 (a) (iii) b(ii) & (c) (v)	"The final destination is specified in Schedule of Requirements (Section VI)
16.2 (a) (iv)	Insert the following as Clause 16.2 (a) (iv) The incidental services to be provided are specified in clause 14 of the special conditions of contract.
ITB 16.2 (a)	Add the following at the end of this clause: "Note: Bidders may like to ascertain availability of Deemed Export or other Benefits. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever; the Purchaser will not compensate the bidder. Where the bidder has quoted taking into account such benefits, he must give all information required for issue of Project Authority / Payment/Other Certificates in terms of the Import Export Policy or government notifications along with his bid in Form 10 of Section VIII. The Project Authority / Payment/Other Certificates will be issued on this basis only and no subsequent change will be permitted. Bids which do not conform to this provision or any condition by the bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations to the deemed export benefits scheme, will be treated as non-responsive and rejected." However it may be noted that PAC will be issued only if Deemed Export Benefits are applicable.
ITB 16.2 (b) (i)	Prices of goods offered shall be quoted as CIF Port of landing mentioned in the schedule of requirement. The purchaser is responsible for providing exemption letter for

	Custom/Import duties (if applicable) within seven working days on receipt of notification from supplier. The supplier shall notify the purchaser about the anticipated date of arrival of consignment(s) at least 15 days in advance. The supplier is responsible for custom clearance of goods and transporting the consignment(s) to final destinations as indicated in Schedule of Requirement (Section VI)
ITB 16.2 (c) (i)	Delete the following text: "and custom duties and other import taxes already paid or to be paid on the Goods already imported."
ITB 16.2 (c) (iii)	Prices of goods offered shall be quoted as CIF Port of landing mentioned in the schedule of requirement.
ITB 16.5	Prices quoted by the Bidder shall be ***"fixed".***
ITB 16.6	1. Replace "***eighty percent (80%)"*** with "***hundred percent (100%)"*** 2. The following is deleted "Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid prices."
ITB 17.1 a & b	Replace with the following text :- The Bidder shall express its prices for goods and related services to be supplied in the currency of the Purchaser's country.
ITB 18.1	Bids shall remain valid for **150** days after the date of bid submission viz. up to **9th Dec 2018** A bid valid for a shorter period shall be rejected by the purchaser as non-responsive**.**
ITB 18.3	Substitute this clause with the following" "In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension and in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract prices, if the bidder is selected for award, shall be the bid price corrected as follows : The price (in local currency) shall be increased by the factor (5% per annum) to be calculated per week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award of the successful Bidder.
ITB 18.4	Insert the following as Clause 18.4: Bid evaluation will be based on the bid prices without taking into consideration the correction indicated in clause 18.3 above.
ITB 19.1	The bidder shall furnish a Bid Security. 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 sum of bid securities required for the respective schedules. The bidder has the option to submit individual bid security instrument for different schedules If amount of bid security is less than the required for total quoted schedule(s) by the bidders, and then Bid security will be considered valid only for the quoted schedule(s) (in serial order of the Schedule of Requirement). The later schedule(s) for which Bid security fall short, will be treated as non-responsive. In case the bidder fails to submit original bid security within a week of bid opening, the bids would be treated as unresponsive, **the bid shall be rejected.** The envelope should bear the tender details (tender no., tender name etc.).
ITB 19.2	Replace the clause with the following: "The bid security shall remain valid for a period of 28 days beyond the validity period for the bid i.e. up **to 6th Jan 2019,** and beyond any extension subsequently requested under Sub-clause 18.2."
ITB 19.3	Replace with the following text: The bid security shall be denominated in the currency of the purchasers country and shall on the bidder's option, be in the form of either a pay order, a demand draft or a bank guarantee from nationalized/scheduled bank in favor of "RITES Ltd." Payable at Gurgaon. **The bank guarantee shall be issued either by a Bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign Bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), acceptable to the purchaser.**
ITB 19.8	Deleted
ITB 20.1	Alternative bids **will not** be accepted. The bidder should not submit more than one bid for any Schedule.
ITB 21.1	Deleted

D. SUBMISSION OF BIDS

ITB 22.1 (b)	**21.1 PREPARATION OF BIDS** a) Bidder should take into account any corrigendum published on the tender document before submitting their bids. b) Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. c) Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. **21.2 SUBMISSION OF BIDS** a. Bid can be submitted only during validity of registration of bidder with CPPP E- Procurement Portal. b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. c. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. d. Bidder has to select the payment option as "offline" to pay the cost of tender document and EMD as applicable and enter details of the instruments.

	e. Bidder should prepare the financial instruments of the Cost of Tender Documents and EMD as per the instructions specified in Clause 19 hereinafter. The original should be posted/couriered/given in person to the concerned official, so as to reach him within a week from the date of opening. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. If the date of issue of DD/any other accepted instrument, physically sent, is on or before the bid submission end date, the same shall also be accepted even if the details are different from the scanned copy uploaded along with the bid. Otherwise the uploaded bid will be rejected. f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. g. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

	j. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid ID to the bid. A bid summary will be displayed with the bid ID and the date & time of submission of the bid with all other relevant details. k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings. **Note :-** (a) Bidders must ensure that all the pages of the documents must be signed & stamped by authorised signatory and serially numbered. (b) The bid should be submitted online in the prescribed format. No other mode of submission is accepted. (c) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted "ONLINE". No hard copy of the documents (except those specifically asked for in the Bid Document) are required to be submitted. (d) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder. (e) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements. (f) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour. (g) The bidder may seek clarification online only within the

	specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender.
ITB 22.2 & 22.3	Deleted
ITB 23.1	The bid will be submitted electronically. The bid will be addressed to: Group General Manager/MSM RITES Ltd., MSM Division, RITES Office Complex, Annexe Building, 4th Floor, Plot No. 144, Sector 44 Gurgaon 122003 Deadline for bid submission is **14:15 hours on 11.07.2018 (IST)**
ITB 24.1	See the above data for ITB Sub-Clause 23.1 for the deadline for bid submission.
ITB 25.1	Insert the following words as the first sentence in Sub-clause 25.1: "No bid may be modified subsequent to the deadline for submission of bids."
ITB 25.2 (a) & (b)	Deleted
ITB 25.3	Replace with the following text: Modification & Withdrawal of bids shall be done electronically prior to the deadline prescribed for bid submission.
ITB 25.4	Deleted

E. BID OPENING AND EVALUATION

ITB 26.1	Bids will opened electronically. Time, date, and place for bid opening are: **14:30 hours on 12.07.2018 (IST)** at the following address: **MSM Division** **RITES Ltd.,** **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 Procurement Agent, the bids shall be opened at the appointed time and location on the next working day." Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at *https://etenders.gov.in/eprocure/app* CPP portal. Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the Bid Document.
ITB 26.2	Deleted
ITB 29.3	The following clauses are the critical provisions deviations from or objections or reservations to which, will be treated as material deviations: - Bid Validity (ITB Clause 18) - Bid Security (ITB Clause 19); - Validity of Bid Security (ITB Clause 19.2) - 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 VII) - Delivery Period (Schedule of Requirements) Above list is non-exhaustive.
ITB 29.4	Replace the second sentence with the following: "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."
ITB 31	Deleted
ITB 32.1	Replace with the following text: The purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB clause 29 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. Bidders are allowed the option to bid for any one or more schedules and the bid evaluation will be done separately for each of the schedules.
ITB 32.2	Replaced with following text :- The Purchaser's evaluation and comparison of a bid will be based on the total cost at destination including all taxes and duties paid or payable if contract is awarded. Any adjustment of price shall not be considered.
ITB 32.3	Replaced with following text :- The Purchaser's evaluation and comparison of a bid will be based on the total cost at destination including all taxes and duties paid or payable if contract is awarded.
ITB 32.4 (c)	No other specific criteria
ITB 32.5	No other factor will be applicable
ITB 32.5 (a)	Deviations in the delivery schedule are not permitted.
ITB 32.5 (b)	Deviations in the payment schedule are not permitted.
ITB 32.5(c)	Bidder may bid for one or more schedules. Bids will be evaluated for each schedule and the contract will comprise the schedule(s) awarded to the successful bidder. Bidders must quote for the entire quantity of each schedule. Bidders who have not quoted for full quantity of the schedule will be treated as non-responsive.
ITB 33.1	Domestic Preference indicated in Clause 33.4 shall not be applicable.
ITB 33.2, 33.3, 33.4	Deleted

a. POST QUALIFICATION AND AWARD OF CONTRACT

ITB 34.1	Add the following text: Before the award of the contract the purchaser may inspect the manufacturing facilities of the responsive bidders or manufacturers of the Goods to assess their capacity to successfully perform the contract as per the terms and conditions specified in the bid document.
ITB 37.1	Percentage for increase or decrease of quantity of Goods and Services originally specified at the time of contract award or during currency of contract **25%** (Delivery Period for increased quantity shall be based on mutual Consent.)

ITB 41	**Add the following text –** **GST(Goods & Service Tax)** 1 The price quoted should be-EXW or CIF (port of landing in case of imports) and the rate of GST and quantum of GST should be shown separately & distinctly. In the absence of any such stipulation it will be presumed that the price includes GST and no claim for the same will be entertained. In case of stipulation like GST extra as applicable, the quoted prices will be loaded with the maximum quantum of GST which is normally applicable on the item in question for the purpose of comparing the prices with other bidders. 2 Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST 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. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period. 3 The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract. 4 The bidder should indicate GST registration number in their offer. **CUSTOM DUTY** .1 In respect of imported stores offered, the bidder shall specify the rate as well as the total amount of custom duty payable, on the quoted goods in the price schedule. The bidder shall also indicate the corresponding Indian Custom Tariff Number applicable for the goods in question. 2 Any variation in custom duty of the finished goods 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. **ANY OTHER LOCAL TAXES** Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST & applicable Custom Duty.

APPENDIX 'A'

Schedule No	Minimum value of completed contract (In Million Indian Rupees or equivalent)	Similar Product
I	4.1	Tablets

APPENDIX 'B'

Schedule No.	Annual Turnover (in Million Indian Rupees or equivalent)
I	30.00

SECTION III. ELIGIBLE COUNTRIES

Section III. Eligible Countries

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

b) In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated January 2011, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

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

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

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

1	With reference to paragraph 1.8 (a) (i) of the Guidelines:	**Nil**
2	With reference to paragraph 1.8 (a) (ii) of the Guidelines:	**Nil**

SECTION IV. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "Day" means calendar day.

(d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.

(e) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

(f) "End User" means the organization(s) where the goods will be used, as **named in the SCC.**

(g) "GCC" means the General Conditions of Contract contained in this section.

(h) "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.

(i) "The Purchaser" means the organization purchasing the Goods, as **named in the SCC.**

(j) "The Purchaser's country" is the country **named in the SCC.**

(k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser's country in accordance with the Applicable Law.

(l) "SCC" means the Special Conditions of Contract.

(m) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(n) "The Site," where applicable, means the place or places **named in the SCC.**

(o) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC.**

(p) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

2. Application

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

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further **elaborated in the SCC.**

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

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

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 23, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

6. Certification of Goods in Accordance with Laws of the Purchaser's Country

6.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Purchaser's country. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Purchaser's country.

6.2 Unless otherwise **specified in the SCC,** the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the Purchaser's country that the Goods have been registered for use in the Purchaser's country.

6.3 If thirty (30) days, or such longer period **specified in the SCC,** elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 6.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

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 the Purchaser's country.

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 **specified in the SCC.**

8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Bidding Documents or another format acceptable to the Purchaser; or

(b) a cashier's or certified check.

8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC.**

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 **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

(a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.

(b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.

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

the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

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

10. Packing

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

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

11. Delivery and Documents

11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC.**

11.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to

them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.3 Documents to be submitted by the Supplier are **specified in the SCC.** *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

12. Insurance

12.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

12.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

13. Transportation

13.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

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

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

13.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation

on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

14. Incidental Services

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

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

15. Warranty

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

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

15.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

15.3 In the event of a dispute by the Supplier, a 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 **specified in the SCC,** the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.

15.5 *Recalls.* In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC.**

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.

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

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

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

17. Prices

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

18. Change Orders

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

(a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

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

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 by the parties.

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.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

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 Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC.** 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 this 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

(b) if the Goods do not meet the Technical Specifications stated in the Contract; or

(c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.

(d) if the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 23 shall apply as if such expulsion had been made under Sub-Clause 23.1.

For the purposes of this Sub-Clause:

(i) "corrupt practice"[6] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

[6] "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

(ii) "fraudulent practice"[7] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[8] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice"[9] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

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

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

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

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

23.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems

[7] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[8] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

[9] A "party" refers to a participant in the procurement process or contract execution.

appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

24. Force Majeure

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

24.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

25. Termination for Insolvency

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

26. Termination for Convenience

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

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

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

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

27.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

28. Limitation of Liability

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

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser,

whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in the SCC.**

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in the SCC.**

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1 A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION V. SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated below:	
GCC 1.1 (d)	Effective Date of the Contract is the date of Notification of Award.
GCC 1.1 (f)	The End User is the consignees stated in the schedule of requirements.
GCC 1.1 (i)	The Purchaser is*:* Ministry of Health & Family Welfare, Department of AIDS Control, (National AIDS Control Organization), Government of India. RITES Ltd. is the authorized Procurement Agent of the Purchaser and the Purchaser will exercise all rights and obligation under this contract through the Procurement Agent pursuant to the Agreement between the Ministry of Health and Family Welfare (MOHFW), Government of India and RITES Ltd.
GCC 1.1 (j)	The Purchaser's country is: India.
GCC 1.1 (n)	The final Destination Sites are: As specified in the Schedule of Requirement.
GCC 1.1 (o)	The Supplier is: as mentioned in Notification of Award
GCC 3.1	The Bank maintains a list of countries whose Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. This list is updated regularly, and it is available from the Public Information Center of the World Bank. A copy of this list is contained in the section of the Bidding Documents entitled "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement."
GCC 6.1	The Supplier or its manufacturer/s of the Goods to be supplied under this Contract must have a valid Manufacturing license from the Regulatory Authority of the country of manufacture/registration with CDSCO (Central Drug Standards Control Organization), India, and a valid WHO GMP certificate during the currency of contract or till the supplies are completed. The Purchaser will not extend any assistance for registration of the product
GCC 6.2	Effective Date of the Contract is the date of Notification of Award
GCC 6.3	Not Used.
GCC 8.1	Performance security shall be for an amount equal to 10 (Ten) percent of the contract price. **Additional clause**: 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 90 days after the date of completion of the contractual obligations including warranty.
GCC 8.2	For the purpose of this clause each schedule constitutes separate contract
GCC 8.3 (a)	Amend the paragraph as under: 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). The bank guarantee shall be issued either by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) **to make it enforceable and** acceptable to the purchaser. Letter of credit is **not** acceptable
GCC 8.3 (b)	GCC 8.3 (b) is deleted.
GCC 8.4	In the event of any amendment issued to the contract, the Supplier shall, with in 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.
GCC 9.1	Add the following text: For the Goods supplied from within India, the goods shall not be dispatched unless they are inspected and cleared for dispatch by Purchaser's representative. For Goods offered from outside India, the Purchaser reserves the right to inspect prior to shipment at the manufacturer's premises. All goods consumed during testing will be on suppliers account. For such goods, the supplier shall submit with each consignment, the Batch Certificate of Pharmaceutical Product' in conformity with WHO Certification Scheme. The Batch Certificate shall be issued by the regulatory authority of the exporting country. A certificate issued by the manufacturer will not be acceptable. On arrival at the port of entry, for goods dispatched from outside India each consignment shall further be tested by the Drug Controller of India or his representative. For this purpose, the Purchaser shall notify the Drug Controller General of India (DCGI) (or his representative) about the expected arrival of the consignment at the port of entry. On the arrival of the goods, the representative of the Drug Controller General of India (DCGI) will examine/test the consignment and after satisfying himself

	that the goods conform to the technical specifications, he will clear the consignment. Only such goods are permitted to enter the country which is found to fully conform to the technical specifications. The cost of DCGI inspection/testing will not be charged to the supplier but all goods consumed during testing will be on suppliers account. The Supplier will make arrangement for storage of Goods in the port of entry at their cost, and will be responsible for costs arising from the storage, warehousing and demurrage up to thirty (30) days only. Costs for storage, warehousing and demurrage in excess of these thirty (30) days resulting from delays due to quality testing procedure will be borne by the Purchaser.
GCC 9.1.(a)	Add the following :- 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. The related costs of the pre-shipment inspection/testing for the first inspection/testing 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/testing 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.
GCC 9.1(c)	Replace "10 days" to "21 days". Add the following at the end of this clause Regardless of any pre-shipment inspection (and the result thereof) undertaken by the Purchaser, the Purchaser/Consignee may inspect and/ or test the Goods at final destination. Unless the full quantity of Goods supplied according to the Schedule of Requirements/each shipment is received in good condition and conform to the specification, the Consignee will not accept the "Goods" and will not issue the acceptance certificate
GCC 10.2	Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch. The Bar coding requirement shall also be properly understood and marked on the package as per the provision of the

	specification.
GCC 11.1 & 11.3	**The details of shipping and/or other documents, as applicable under I or II below, to be furnished by the Supplier are:** **1 For Goods supplied from abroad**: **(A): Documents to be submitted to purchaser:-** Upon shipment, within 24 hours the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of Seventy-Two (72 hours) ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The Supplier shall first E-Mail the above details and then send to the Purchaser, by courier the following: (i) One original and three copies of the suppliers commercial invoice, indicating Purchaser as Ministry of Health & Family Welfare, Department of AIDS Control, (National AIDS Control Organization), Government of India. Through RITES Ltd authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi) the Contract number, credit number, Description of Goods, 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 negotiable, clean, on-board through bill of lading/Airway bill marked "freight prepaid" and indicating the Purchaser as "Ministry of Health & Family Welfare, Department of AIDS Control, (National AIDS Control Organization), Government of India (Through RITES Ltd authorized Procurement Agent)", and notify Consignees as stated in the Contract. (iii) Four copies of the packing list identifying contents of each package; (iv) One original and three copies of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; (v) One original and three copies of supplier's Certificate of country of origin covering all items supplied; (vi) Four copies of the Internal Test Analysis Report of the Manufacturer for the items offered (vii) Four copies of Insurance certificate.

(viii) Four copies of Inspection certificate furnished to supplier by the nominated agency (where inspection is required)

(ix) Certificate of quality control test results in conformity with the WHO "Certification Scheme on the quality of Pharmaceutical products moving in International Trade" stating quantitative assays chemical analysis, sterility, pyrogen content, uniformity, and other tests as appropriate to the Goods

(x) One original and six copies of the certificate of weight issued by the port authority/licensed authority

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

(B) Documents to be submitted to Consignee:-

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

(i) Copy of NOA

(ii) Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc. Delivery note must be signed in original and stamped or sealed with the company stamp/seal;

(iii) Packing list identifying contents of each package

(iv)Manufacturers or Supplier's Warranty certificate covering all items supplied.

(v)Clearance of the Goods by the drug controller of India at port of entry in term of the SCC Clause 9.1.1

(vi)Country of Origin certificate

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

(A) Documents to be submitted to purchaser:-

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

(i) One original and three copies of commercial invoice, indicating the Purchaser as Ministry of Health & Family Welfare, Department of AIDS Control, (National AIDS Control Organization), Government of India. Through RITES Ltd authorized Procurement

	Agent of the Purchaser (Place of supply: New Delhi) the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) Four copies of Proof of Dispatch (POD), viz., Railway consignment note/road consignment note or multimodal transport document showing Purchaser as RITES Ltd. on behalf of Ministry of Health & Family Welfare, Govt. of India and delivery up to final destination as stated in the Contract (iii) One original & 3(three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format. (iv) Four copies of packing list identifying contents of each package (v) One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied (vi) One original and three copies of the Supplier's Certificate of Origin covering all items supplied (vii) Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required) (viii) Four copies of Internal Test Analysis Report of drugs and pharmaceuticals of the Manufacturer (ix) Four copies of notification of the local tax authority in support of rate of tax indicated in invoice. (x) Four copies of Insurance certificate. (xi) 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 in advance at least 7 days before the dispatch of Goods, the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below: (i) Copy of NOA (ii) Copy of Invoice containing particulars as per Para II(A)(i) above; (iii) Packing list identifying contents of each package (iv) Manufacturer's or Supplier's Warranty certificate covering all

	items supplied. (v) Country of Origin certificate (vi) Copy of Dispatch Clearance Certificate (DCC) issued by the Inspection Agency. **For both I and II above:** It will be the responsibility of the Supplier to obtain from the Purchaser, Customs Exemption Certificate, as may be applicable, and the Purchaser shall not be responsible for any expenditure arising out of the Supplier's inability to obtain the necessary certificate(s) in time.
GCC 12.1	The insurance shall be in an amount equal to 110 percent of the contract value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes.
GCC 12.2	Add the following text: It will be the responsibility of the Supplier to arrange insurance before dispatch of Goods.
GCC 14.1	Incidental services to be provided are: (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 included in the Contract Price. (b) The Supplier shall provide such other services as are stated in the Technical Specifications.
GCC 15.1	Replace the words" port/airport of entry " with " consignee ".
GCC 15.2	The period mentioned as three months to be read as **full period of shelf life of goods**.
GCC 15.4	The period for the replacement of defective goods is: 30 days. The date of receipt of replacement supplies at consignee will be treated as the date of delivery for the purpose of calculation of liquidated damages.
GCC 16.1 & 16.4	The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, shall be as follows: **(i) On Delivery to Consignee: Ninety (90) percent** of the Contract Price of the Goods delivered to the Consignee shall be paid within Sixty (60) days of submission of documents specified in GCC Clause 11 (1A or 2A) along with Acknowledgement of receipt of Goods, by electronic clearing system of the Bank to the Supplier's nominated bank account. **(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 invoice as per clause GCC 11.1 & 11.3 (1-A-i or 2-A-i) supported by the Final Acceptance Certificate issued by the Consignee; through ECS of the bank.
GCC 17.1	Prices shall be fixed & not subject to variation for the duration of the Contract. However Taxes/Duties shall be paid as applicable at the time of supply, during the original delivery period.
GCC 20.1	Assignment and sub-contracting, which is not disclosed in bid, are not permitted.
GCC 22.1	Applicable rate of LD is **0.5 percent** per week or part thereof. Maximum deduction shall be **10 percent** of the delivered price of the delayed goods.
GCC 27.2.2	The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be 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.
GCC 29.1	The governing language of the contract shall be **English**.
GCC 30.1	Laws of Union of India shall apply.
GCC 31.1	The Purchaser's addresses for notice purposes is: **Ministry of Health and Family Welfare,** **Department of AIDS Control (NACO)** **(Through RITES Ltd)** **MSM Division,** **RITES Office Complex, Annex Building, 4th Floor,** **Plot No. 144, Sector 29,** **Gurgaon – 122003, Haryana, India** **Fax: 91(124)2571659/2571660** **Tel: 91(124) 2728-408/405/403** The Supplier's address for notice purposes is: As mentioned in the Notice of Award.

GCC 32.1	Add the following at the end: 1 "In addition, the supplier shall be responsible for all taxes, duties, license fees, road permit fees etc., incurred in Purchaser's country until delivery of the contracted Goods to the Purchaser. 2 Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST 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. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period. 3 The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract. 4 Any variation in custom duty of the finished goods 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.
GCC 32.2	Add the words "road permits" between words "fees and etc".

SECTION VI. SCHEDULE OF REQUIREMENTS

SECTION VI
SCHEDULE OF REQUIREMENTS

Schedule of Requirements for Tablet Buprenorphine 0.4 mg

Sch No.	Description of Goods	Unit	Quantity	Bid Security in Indian Rupees
I	Tablet Buprenorphine, 0.4 mg	Tablet	1,97,40,000	5,07,000.00
			Total:	**5,07,000.00**

Delivery Schedule & Consignee details: As indicated below

Terms of Delivery:

DDP Final Destination (to consignees as per Schedule of Requirements**)**.

Delivery Schedule:

For Schedule I

Lot no	Quantity	Expected Delivery Schedule
1st	62,05,000	1st Sep 2018- 31st Oct 2018
2nd	33,60,000	1st Dec 2018-28th Feb 2019
3rd	33,10,000	1st March 2019-30th June 2019
4th	33,90,000	1st July 2019-31th Oct 2019
5th	34,75,000	1st Nov 2019-30th Nov 2019
Total	**1,97,40,000**	

CONSIGNEE-WISE QUANTITY DISTRIBUTION

S.No.	Consignee	1st Lot	2nd Lot	3rd Lot	4th Lot	5th Lot	Total Quantity (No of tablets)
1	Ahmedabad	0	5000	0	0	5000	10000
2	Andhra Pradesh	0	10000	0	5000	0	15000
3	Arunachal Pradesh	15000	10000	5000	5000	10000	45000
4	Assam	80000	30000	30000	30000	30000	200000
5	Bihar	50000	30000	20000	20000	30000	150000
6	Chandigarh	60000	30000	30000	30000	30000	180000
7	Chhattisgarh	155000	80000	80000	80000	80000	475000
8	Delhi	150000	100000	100000	100000	100000	550000
9	Goa	5000	5000	5000	0	5000	20000
10	Gujarat	10000	5000	5000	5000	5000	30000
11	Haryana	100000	50000	50000	50000	50000	300000
12	Himachal Pradesh	10000	10000	10000	10000	10000	50000
13	Jammu & Kashmir	0	0	0	0	0	0
14	Jharkhand	10000	10000	0	0	10000	30000
15	Karnataka	0	10000	0	0	10000	20000
16	Kerala	30000	30000	0	20000	30000	110000
17	Madhya Pradesh	90000	40000	40000	50000	50000	270000
18	Maharashtra	0	0	20000	20000	20000	60000
19	Manipur	650000	350000	350000	350000	350000	2050000
20	Meghalaya	200000	100000	125000	125000	125000	675000
21	Mizoram	575000	300000	300000	350000	350000	1875000
22	Mumbai	30000	30000	30000	40000	40000	170000
23	Nagaland	600000	300000	300000	300000	300000	1800000
24	Orissa	40000	20000	20000	20000	20000	120000
25	Punjab	3000000	1500000	1500000	1500000	1500000	9000000
26	Rajasthan	15000	10000	10000	5000	10000	50000
27	Sikkim	40000	20000	20000	20000	25000	125000
28	Tamil Nadu	10000	0	5000	0	10000	25000
29	Tripura	10000	10000	0	0	15000	35000
30	Uttar Pradesh	100000	125000	125000	125000	125000	600000
31	Uttarakhand	70000	40000	30000	30000	30000	200000
32	West Bengal	100000	100000	100000	100000	100000	500000
	Total	**62,05,000**	**33,60,000**	**33,10,000**	**33,90,000.**	**34,75,000**	**1,97,40,000**

CONSIGNEE ADDRESSES

NACO(SACS) Consignee Wise Details									
Sr. No.	**States**	**Addresss of the SACS**	**STD Code**	**Office No.**	**Fax no.**	**Name**	**Designation**	**Mobile No.**	**Email id**
1	**Ahmedabad**	Ahmedabad Municipal Corpn. AIDS Control Society, Old Municipal Dispensary, Behind Lal Bungalow, C.G. Road, Ahmedabad-380009	'079	26409857 26468653	26409857	**Dr. Umesh.N. Oza**	**PD**	**9925245922**	ahmedabadmacs@gmail.com
						Mr. Chaitanya	TL-TSU	9909993713	
2	**Andhra Pradesh**	State AIDS Control Society, Directorate of Medical and Health Services, Sultan Bazar,Hyderabad - 500095	040	24657221 24650776	24742833	**Sri K.V. Satyanarayana**	**PD**	**8008705800**	cfwhyd@yahoo.com
						M.Chandra Sekhar Rao	JD (TI)	7330733714	jdtiapsacs@gmail.com
3	**Arunachal Pradesh**	State AIDS Control Society, Directorate of Health Services, Naharalagun, Pin-791110, Papum Pare District, Arunachal Pradesh	0360	2351268 2245942	0360-2246156	**Dr. Riken Rina**	**PD**	**9436256347**	dr.rikenrina@gmail.com
						Dr. Marto Ette	AD (TI)	9436227693	martoette@gmail.com
4	**Assam**	Assam State AIDS Control Society, GS Rd, Jaya Nagar, Khanapara, Guwahati, Assam 781022	0361	2620524 2261605	2620524	Ms. Dipshikha Talukdar	AD (TI)	8135852654	assamsacs@gmail.com
5	**Bihar**	Bihar State AIDS Control Society, Health Department, Sheikhpur, Patna - 800014	0612	2290278	2282082	**Sh. Rahul Kumar,I.A.S**	**PD**		pd@bsacs.org biharsacs@gmail.com
						Dr. Vijay Kumar	AD	9431416491	adstd.bsacs@gmail.com
6	**Chandigarh**	State AIDS Control International Youth Hostel, Madhya Marg,, Near PGI Sector 15-A, Chandigarh-160018	0172	2544589 2783300	0172-2700171	**Dr. Vanita Gupta**	**PD**	**9815949729**	chandigarhsacs@gmail.com vanitagupta@yahoo.com
7	**Chhattisgarh**	Chhattisgarh AIDS Control Society, Directorate of Health Services, State health Training Centre, Near Kalibari Chowk, Raipur-492001	0771	2235860 2221624	2221275	**Sh. Prasanna R**	**PD**		chattishgarhsacs@gmail.com
						Sh. Vikrant Verma	DD (TI)	9425232222	
8	**Delhi**	Delhi AIDS Niyantran Samiti, Dr. Baba Saheb Ambedkar Hospital,Dharamshala Block, Sector - 6, Rohini, Delhi - 110 085	011	27055717		**Dr. Mrinalini Darswal,**	**PD**		pd.dsacs@gmail.com;delhisacs@gmail.com
						Dr. J. K. Mishra	JD(TI)	9781513006	

NACO(SACS) Consignee Wise Details									
Sr. No.	**States**	**Addresss of the SACS**	**STD Code**	**Office No.**	**Fax no.**	**Name**	**Designation**	**Mobile No.**	**Email id**
9	**Goa**	Goa State AIDS control Society, First Floor, Dayanand Smriti Building, Swami Vivekanand Road, Panaji - 403001	0832	2427286 2422519 2421381	2422158	**Dr. Jose D'Sa**	**PD**		goaaids@gmail.com;
						Mr. Ramesh Rathod	**DD TI**	**8668681350**	ramesh_rathod12317@rediffmail.com
10	**Gujarat**	Gujarat State AIDS Control Society, 0/1 Block, New Mental Hospital, Complex, Menghani Nagar, Ahmedabad - 380016	079	2680211-13 2685210	2680214	**Sh. J.P. Gupta(I.A.S.)**	**PD**		cohealth@gujarat.gov.in
						Mr. Kamlesh Meswaniya	**JD (TI)**	**9427071114**	
11	**Haryana**	Haryana State AIDS Control Society,C-15, Awas Bhawan, Sector-6, Panchkula, Haryana-134109	0172	2573115		**Mrs. Ritu S Phulia(I.A.S)**	**PD**		haryanasacs@gmail.com
						Dr. Vijay Garg	**APD**	**9417203266**	
						Mr. Vinod	**DD (TI)**	**8727803134**	
12	**Himachal Pradesh**	Himachal Pradesh State AIDS Control Society, hARI Villa, Near Forest Rest House, Khalini, Shimla - 171002	0177	2621608 2625857	221314, 225857	**Dr. D.S. Gurung**	**PD**	**9816403564**	sacshp@gmail.com
						Ms. Meena Suryan	**DD (TI)**	**7018483273**	
13	**J & K**	J & K State AIDS Prevention and Control Society, 1st Floor, Seerat Complex, Sector-14, Nanak Nagar, Jammu-180004.	191	2471579	2471579	**Dr. Saleem-ur-Rehman**	**PD**	**9419008883**	jksacs@gmail.com
						Mr. Nissar Dar	**AD (TI)**	**9622584210**	
14	**Karnataka**	Karnataka State AIDS Prevention Society, No.4/13-1, Crescent Road, High Grounds, Bangalore - 560001	080	22201436 22201438	22201435	**Sh. S.G. Raveendra, I.A.S.**	**PD**	**9449847035**	
						Mr. Vijay	**JD (TI)**	**9845941059**	
15	**Jharkhand**	Jharkhand State AIDS Control Society, Sadar Hospital Campus, Purulia Road, Ranchi-834001	0651	2210380		**Sh. Ashish Singhmar**	**PD**		singhmar.ashish@gmail.com
						Shanti Prasad	**Div. Astt. (TI)**	**9234675012**	jharkhandsacs@gmail.com
16	**Kerala**	Kerala State AIDS Control Society,, IPP Building, Red Cross Road, Thiruvananthapuram, Kerala - 695037	**0471**	2304882, 2305183	2305183 09447030470	**Dr. S. Jayasankar**	**PD**	**9447074250**	pd@ksac.in
						Sh. Dennis Joseph	JD (TI)	9496020807	
17	**Madhya Pradesh**	Madhya Pradesh State AIDS Control Society, 1, Arera Hills, Second Floor, Oilfed Building, Bhopal - 462011	**0755**	2559629	2556619	**Smt. Jaishri Kiyawat**	**PD**		mpsacs@gmail.com
						Mahendra Pancholi	TL-TSU	895944835	

NACO(SACS) Consignee Wise Details									
Sr. No.	**States**	**Addresss of the SACS**	**STD Code**	**Office No.**	**Fax no.**	**Name**	**Designation**	**Mobile No.**	**Email id**
18	**Maharashtra**	Maharashtra State AIDS Control Society, Ackworth Leprosy Hospital Campus, Behind SIWS Collete, R.A. Kidwai Marg, Wadala(West), Mumbai - 400031	022	24113097, 24115791	24113123, 24115825	**Smt. I.A. Kundan**	**PD**		pdmsacs@mahasac.org
						Dr. Lokesh Gabhane	JD (TI)	9423373001	
						Ms.Karuna Borkar	AD (TI)	9930055406	
19	**Manipur**	Manipur State AIDS Control Society, Room no. 202, Annexee Building, Western Block Medical New Secretariat, Imphal - 759001	**0385**	**2443776**		**Ms. Valentina Arambam, MPS**	**PD**		manipursacs@gmail.com
						Mr. Abhiram Mongjam	**JD-TI**	**9436274356**	
20	**Meghalaya**	Meghalaya State AIDS Control Society, Ideal Lodge, Oakland, Shillong - 793001	**0364**	**2501844**		**Dr. D. Lyngdoh**	**PD**		meghalayasacs@gmail.com
						Mr. Wilson	**AD (TI)**	**9856951958**	mehalayasacs@gmail.com
21	**Mizoram**	Mizoram State AIDS Control Society, MV-124, Mission Veng South, Aizwal - 796005	0389	2321566 2321556	2320992	**Dr. Lalmalsawmi Sailo**	**PD**		sawmteisail031@gmail.com
						Betty	**JD-TI**	**8794307118**	
22	**Mumbai District**	Mumbai District AIDS Control Society, Acworth Leprosy Compound Hospital R.A. Kidwai Marg, Wadala (West), Mumbai - 400031	022	24100246 24100247		**Dr. Padmaja Keskar**	**PD**		mumbaimacs@gmail.com
						Mr. Sachendra Katkar	JD (TI)	9869621270	**jdti.mdacs@gmail.com**
23	**Nagaland**	Nagaland State AIDS Control Society, Medical Directorate, Ruziezou, Kohima - 797001	0370	2244218, 2241046, 2222626, 2233027,	2242224	**Dr. Meguosielie Kire**	**PD**	**9436004145**	nagalandsacs@gmail.com
						Dr. Bernice Thapru	JD (TI)	9436009763	berdzuvichu@gmail.com
24	**Orissa**	Orissa State AIDS Control Society, 2nd Floor, Oil Orissa Building, Nayapalli, Bhubaneshwar-12	0674	2393235		**Sh. Banaji Charan Das, OAS(SAG)I/C**	**PD**		orissasacs@gmail.com
						Dr. S.K. Swain	DD	8763118786	mansimple3@gmail.com
25	**Punjab**	Punjab State AIDS Control Society, 4th Floor Prayaas Building Sec-38B, Chandigarh- 160036	0172	2636799		**Dr. Manpreet Chhatwal**	**APD**	**9855752309**	punjabsacs@gmail.com
						Ms. Meenu	DD (TI)	9888895610	

NACO(SACS) Consignee Wise Details									
Sr. No.	**States**	**Addresss of the SACS**	**STD Code**	**Office No.**	**Fax no.**	**Name**	**Designation**	**Mobile No.**	**Email id**
						Ms. Mamta Gulati, AD-TI	JD (TI)		
26	**Rajasthan**	Rajasthan State AIDS Control Society, Medical and Health Directorate, Swasthya Bhawan, Tilak Marg, C Scheme, Jaipur - 302005.	0141	2223326 2222452	2221792	**Dr. S.S. Chauhan**	**Director AIDS & PD**		rajasthansacs@gmail.com
						Mr. Sunil Kumar	JD TI	9414592426	
27	**Sikkim**	Sikkim State AIDS Control Society, STNM Hospital, Gangtok, 737101	0359 2	225343, 220898,		**Dr. Uttam Pradhan**	**PD**	**9434235434**	sikkimsacs@gmail.com
						Sh. Karan Sharma	AD (TI)	**9832460744**	
28	**Tamil Nadu**	Tamil Nadu State AIDS Control Society, 417, Pantheon Road, Egmore, Chennai - 600008	044	28190261 28194917, 28190467	28190465 28193515	**Thiru. S. Natarajan, IAS**	**PD**		tansacs.pd@gmail.com tnsacs@gmail.com
						Sh B. Sathyan Rajkumar	JD(TI)	9842775859	malachinna@yahoo.com
29	**Tripura**	Tripura State AIDS Control Society, Health Directorate Building, Gurkhabasti, P.O. Kunjaban, Agartala, West Tripura - 799006	0381	2321614		**Dr. Ashok Roy**	**PD**		sacstripura2008@gmail.com
						Sh. Rabendra Sen	AD (TI)	9436169547	
30	**Uttar Pradesh**	Uttar Pradesh State AIDS Control Society, A block, PICUP Bhawan, Vibhuti Khand, Gomati Nagar, Lucknow - 226010	0522	2239297/2720361		**Sh. Alok Kumar, I.A.S.**	**PD**		pd.upsacs@gmail.com
						Dr. Vishaka Misra	TL-TSU	9652001499	vmisra@futuresgroup,com
						Mr. Ramesh Chandra Srivastava	IC/JD (TI)	7704005514	drrmasood@gmail.com
31	**Uttarakhand**	Uttaranchal State AIDS Control Society, Red Cross Bhawan, Near Directorate of Medial Health, Dandalakhound, Gujrara (Opp. I.T. Park), Sahastradhara Road, Dehradun, Uttarakhand-248001	0135	2608885		**Dr. Neeraj Kharwal**	**PD**		apdusacs@gmail.com
						Dr. Vinod Singh Tolia	APD	9410943720	
						Sh. Sanjay Singh Bisht	DD (TI)	9012100044	
32	**West Bengal**	West Bengal State AIDS Control Society, Swasthya Bhavan, GN-29, Sector-V, Salt Lake, Kolkatta -700091	033	23574400, 23570122, 23576000	23570122	**Sh. Onkar Singh Meena(I.A.S.)**	**PD**		wbsacs@gmail.com
						Dr. D. N. Goswami	JD (TI)	9433155065	

SECTION VII. TECHNICAL SPECIFICATIONS

PART A: Technical Specifications

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: Tablet Buprenorphine, 0.4 mg

SN.	***Our Minimum Requirements***	**Your Offer (Please fill-in)**
		"Comply"/ "Not comply"
1	**Composition:** Each uncoated sublingual tablet contains Buprenorphine Hydrochloride IP equivalent to Buprenorphine 0.4 mg	
2	**Package requirement:** Blister Pack of ten tablets and 10 blister packs per box.	
3	The Shelf-life of the drugs should be 3 years from the date of manufacture.	
4	The supplier shall conform to the rules and regulations laid down in the Narcotic Drug and Psychotropic Substances Act during manufacture, storage and transportation of the Tablet Buprenorphine.	
5	Buprenorphine tablets should be colorless, tasteless, easy to dissolve when taken sublingually, does not disintegrate easily on taking, out from packing with hardness range from 1.5-3 kg.	
6.	The information regarding bioavailability of product should be quoted and probably it may be substantiated by relevant evidences.	

PART B

TECHNICAL SPECIFICATION – GENERAL

Our Minimum Requirements	**Your Offer (Please fill-in)** Yes/No
1. Product and Package Specifications	
1.1. The pharmaceuticals and vaccines to be purchased by the Purchaser under this Invitation for Bids are included in the Purchaser's national essential drugs list or national formulary. The required packing standards and labeling must meet Good Manufacturing Practices ("GMP") standards in all respects.	
1.2. Product specifications indicate dosage form (e.g., tablet, liquid, injectable, emulsion, suspension, etc.) and the drug content (exact number of mg or % v/v with acceptable range). The products should conform to standards specified in one of the following compendia: the British Pharmacopoeia, the United States Pharmacopoeia, the French VIPAL pharmacopoeia, Indian Pharmacopoeia, National Formulary of India, or the International Pharmacopoeia the Standards will be the latest edition. In case the pharmaceutical or vaccine product is not included in the specified compendium, the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.	
1.3. Not only the pharmaceutical or vaccine item, but also the packaging components (e.g., bottles and closures) should also meet specifications suitable for use in a climate similar to that prevailing in the country of the Purchaser. Stability of drugs should be strongly adhered with reference to temperature & humidity in relation to area of supply, during transportation of drugs and their storage. All packaging must be properly sealed and tamper-proof.	
1.4. Pharmaceuticals and drugs 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.	
2. Product Information	
2.1. The following information will be required for each pharmaceutical and vaccine product offered by the Bidder: (i) INN (International Non-proprietary Name) (ii) Brand name (if it appears on the label) (iii) Name and address of the manufacturer (iv) Country of Origin (v) Compendia standards (vi) Shelf life of Drugs	
2.2. Upon award, the successful Bidder shall on demand provide a translated version in the language of the bid of the prescriber's information for any specific product the Purchaser may request.	

Our Minimum Requirements	**Your Offer (Please fill-in)** Yes/No
2.3. Failure to include any of this information may, at the discretion of the Purchaser, render the bid non-responsive.	
3. Expiration Date	
3.1. All products must indicate the dates of manufacture and expiry.	
4. Recalls	
4.1. If products must be recalled because of problems with product quality or adverse reactions to the pharmaceutical or vaccine, 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 vaccines, or withdraw and give a full refund if the product has been taken off the market due to safety problems.	
5. Labeling Instructions	
5.1. The label for each pharmaceutical and vaccine product shall meet the WHO GMP standard and include: (i) the INN or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name (ii) the active ingredient, per unit, dose, tablet or capsule, etc. (iii) the applicable pharmacopoeial standard (iv) the Purchaser's logo and code number if required in Part A of these Specifications (v) content per pack (vi) instructions for use (vii) special storage requirements (viii) batch number (ix) date of manufacture and date of expiry.	
5.2. The outer carton should also display the above information.	
6. Details of Packing/Cases	
6.1. All cases should prominently indicate the following: Purchaser's Part A line and Code numbers (ii) the generic name of the product (iii) date of manufacture and expiry (iv) batch number (v) quantity per case	
6.2. No case should contain pharmaceutical or vaccine products from more than one batch.	
7. Unique Identifier	
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.	

Our Minimum Requirements	**Your Offer (Please fill-in)** Yes/No
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>	
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) be certified by a competent authority in the manufacturer's country according to resolution WHO 28-65-B, of the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Commerce".	
9.2. The successful Bidder will be required to furnish to the Purchaser: (a) With each consignment, a certificate of quality assurance test results in conformity with the WHO Certification Scheme concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit 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) When two or more drugs are combined in single tablet, the information about bio-availability must be supplied. (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.	
9.3. The successful 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 dosage forms.	

THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS

YES NO

ANY DEVIATION MUST BE LISTED BELOW:

.....
.....
.....

_____

_

PART C

SPECIAL INSTRUCTIONS

Our Requirements	**Your Offer (Please fill-in)**
1. Each Tablet/capsule strip, inner carton and nested cartons to have the following words printed DIAGONALLY ACROSS THE LABLE in red ink with bold letters. "GOVERNMENT OF INDIA (NACO) SUPPLY - NOT FOR SALE" The supplier should also ensure marking of unique number on each Tablet/Capsule strip, inner carton and nested cartons	Yes/No
2. Life of the product, indicating the date of manufacture and date of expiry should be printed as per Drugs & Cosmetics Act-India	Yes/No
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	Yes/No
4. Packing (Clause 10 of GCC) Add as clause 10.3 of the GCC the following – Packing Instruction: The supplier will have to make unit packing for each Drug. Each unit package will be marked on three sides with proper paint/indelible ink, the following; i)Project : National HIV/AIDS Control Project ii)RITES LTD. Purchase Order No. : iii)Country of origin of Goods : iv)Supplier's Name and : v)Packing list reference number :	Yes/No
5. Each outer packing containing the unit packing should have the following label printed in bold letters in large size. i) Purchaser's Name : MINISTRY OF HEALTH & FAMILY WELFARE, Govt. of India, through RITES LTD. ii) Project : National HIV/ AIDS Control Project iii) RITES LTD. Purchase Order No : iv) Country of origin of Goods v) Supplier's Name	Yes/No
6. Any other labeling requirement which the purchaser may ask at the time of approving the labeling samples	Yes/No

PART D

Inspection & Tests (Clause 9 of GCC)

Our Requirements	**Please fill-in** Yes/No
The following inspection procedures and tests are required by the Purchaser.	
a) Two sets of samples of required quantity of each item will be drawn at random from each batch by the Purchaser's Inspector at the manufacturer's premises & sealed before dispatch.	
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) The Purchaser/consignee shall have the right to draw samples at random from the consignment anytime during the shelf life of the drugs 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

Barcoding requirements for all medical supplies

Our Requirements	**Your Offer (Please fill-in)**
Bar coding requirements for all medical supplies	***"Comply"/ "Not comply"***
Section A) Primary packaging (Item level and monocarton level) 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: a) GS1 linear barcode symbology (EAN-13/UPC-A/EAN-8) to encode GTIN (Global Trade Identification Number) within the barcode. 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 ptinting space is extremely limited). Examples of the same are reproduced at Annexure 'A'. All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.	
Section B) Secondary level Packaging (Intermediate packaging) 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: 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) GSI-128 barcode symbology to be used to generate the barcode. Examples of the same are reproduced at Annexure 'B'. All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.	
Section C) Tertiary level packaging (Shipper level packaging) At shipper level packaging , a single label containing two barcodes needs to be generated and stickered . The barcodes will encode following information: The first barcode will contain the following information:	

Our Requirements	**Your Offer (Please fill-in)**
Bar coding requirements for all medical supplies	***"Comply"/ "Not comply"***
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) The second barcode will contain the following information: 1) SSCC (Serial Shipping Container Code) using application identifier (00) Examples of the same are reproduced at annexure 'c'. All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.	

Annexure "A"

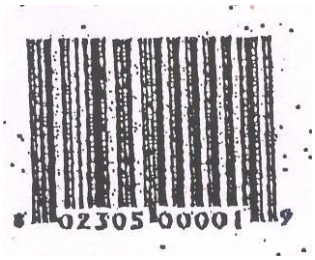
Examples of Primary Level Packaging

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

The following GSI barcode symbologies are available as options :-

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

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



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

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

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

(01)08901107000011

Annexure "B"

Example of Secondary level Packaging

The barcode will encode :

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

Annexure "C"

Example of Tertiary level packaging (Shipper level packaging)

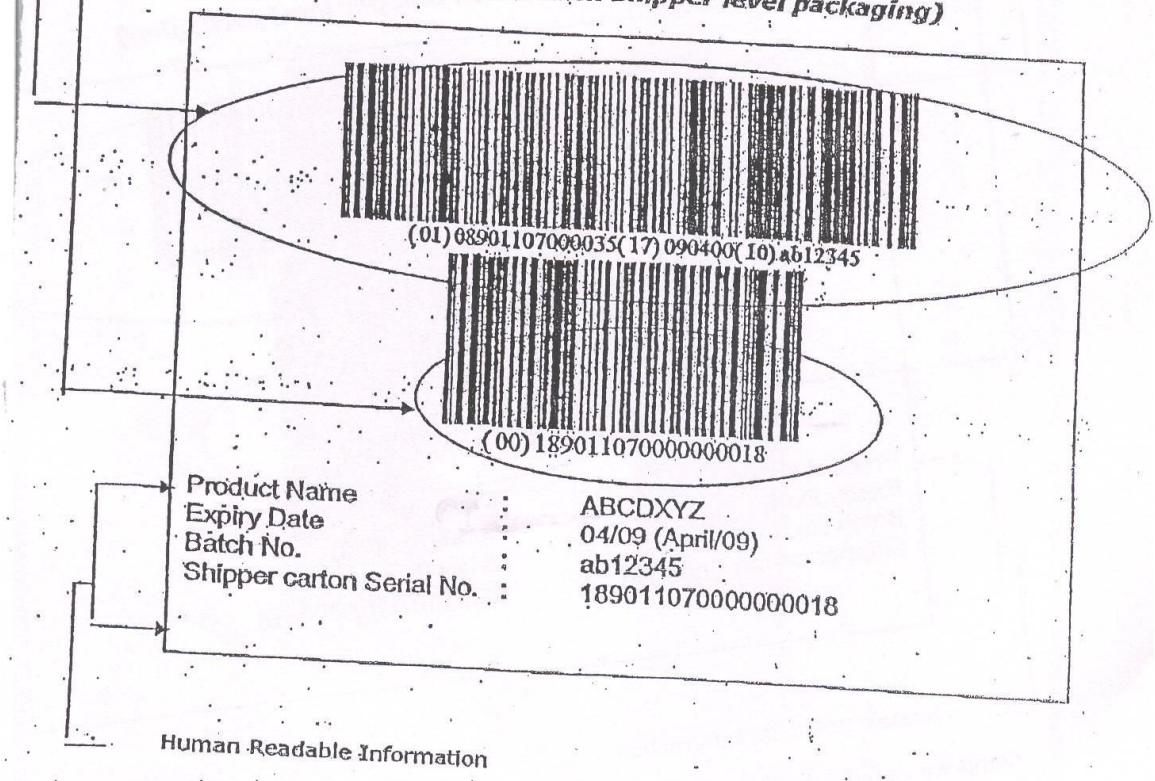
The first barcode will encode the following:

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

The second barcode will encode the following:

SSCC (Serial Shipping Container Code)

(Single Label for each Shipper level packaging)



Human Readable Information

Complete details on GS1 standards along with technical guidelines are available at www.gs1india.org under "downloads" section.

SECTION VIII. SAMPLE FORMS

SAMPLE FORMS

1. Bid Form

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

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

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

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

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

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. *[insert **numbers**]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

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

(hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

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

We agree to abide by this bid, for the Bid Validity Period specified in Clause 18.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a

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

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

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the Contract, are listed below:

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

(if none, state "none")

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

Signed: _____

Date: _____

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

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

2 Price Schedule

Tender Inviting Authority: **Ministry of Health & Family Welfare, Department of AIDS Control (National Aids Control Organization), Government of India through RITES Ltd.**

Name of Work:

Contract No:

Name of the Bidder/ Bidding Firm / Company :	

PRICE SCHEDULE

(RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Terms and Conditions

(a) In case of discrepancy between unit price and total amount, 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 in our price, we have taken into account the entire credit on input taxes available under GST.

Schedule No. (a)	Item Description (b)	Quantity (c)	Unit (d)	Per Unit Price (Ex-factory / Ex-warehouse / Ex-showroom Off-the-shelf) Excluding GST OR CIF price at port of landing (in case of imports) (in INR) (e)	Per Unit Custom Duty payable, if any (in %) (f)	Per Unit Custom Duty payable, if any (in INR) (g)=(e) x (f)	Per Unit Inland Transportation / Insurance / other incidental charges, if any (in INR) (h)	Total Unit Price (Excluding GST) (in INR) (i)=(e)+(g)+(h)	Per Unit GST (as applicable) (in %) (j)	Per Unit GST (as applicable) (in INR) (k)= (i) x (j)	Total Unit Price (Including GST) (in INR) (l)= (i)+(k)	Name of the Manufacturer (m)	Country of origin (n)	TOTAL AMOUNT Without GST (o) =(i) x (c)	TOTAL AMOUNT With GST (p)=(l) x (c)	TOTAL AMOUNT with GST (In Words)
1								**0.00**		**0**	**0.00**					INR Zero Only
Total in Figures																INR Zero Only
Quoted Rate in Words		**INR Zero Only**														

Note: This is only a specimen; Columns are NOT to be filled here. They are only to show structure. Actual price to be quoted ONLY in the e-price bid online.

3. Bid Security Form (Bank Guarantee)

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

_____

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

Beneficiary: _____ *[insert **Name and Address of Purchaser**]*

Date: _____

BID GUARANTEE No.: _____

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

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

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

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

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

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

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

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

_____

[signature(s)]

4. Manufacturer's Authorization

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

Date: *[insert: **date** (as day, month and year) **of Bid Submission**]*
ICB No.: *[insert: **number of bidding process**]*
Alternative No.: *[insert: **identification No if this is a Bid for an alternative**]*

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

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

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

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

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

5. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

*(ii) [insert: **name of Supplier**]*, a corporation incorporated under the laws of *[insert: **country of Supplier**]* and having its principal place of business at *[insert: **address of Supplier**]* (hereinafter called "the Supplier").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Special Conditions of Contract

   (c) General Conditions of Contract

   (d) Technical Requirements (including Technical Specifications)

   (e) The Supplier's bid and original Price Schedules

   (f) The Purchaser's Notification of Award

   (g) Schedule of requirement

   (g) *[Add here: **any other documents**]*

3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

TOTAL VALUE:

For and on behalf of the Purchaser

Signed: _____

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

in the presence of _____

For and on behalf of the Supplier

Signed: _____

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

*[insert: **name of Purchaser**]*, "the Purchaser"

and

[insert: name of Supplier], "the Supplier"

6. Declaration regarding Deemed Export

(Name of the Project)
(Declaration regarding Deemed Export Benefits)

(Bidder's Name and Address):

To:.....
(Name of the Purchaser)

Dear Sir:

1 We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2 We are furnishing below the information required by the Purchaser for issue of Project Authority/ Payment certificate in terms of the Export and Import Policy of the Government of India:

(A)		Value of import content of supply to be made by the Bidder:	Rs. _____ (exchange rate one US$ = Rs ___)
(B)	(i)	Name of the sub-contractor, if any and where name is to be included in the main Contract	
	(ii)	Description ,quantity and value of the goods to be supplied by the above sub contractor	Description Quantity Value(Rs)
	(iii)	Value of import content of supply* to be made by the sub contractor	Rs (exchange rate one US$ =Rs_____)
		(The requirements listed above are as per current Export and Import Policy of Government of India. These may be modified, if necessary, in terms of the Export and Import Policy in force.)	

Date : _____ (Signature) _____

(Print Name) _____

Place : _____

(Designation) _____

(Common Seal) _____

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

7. 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 Charted 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

8. Performance Security Bank Guarantee

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

Beneficiary: _____ *[insert: **Name and Address of Purchaser**]*

Date: _____

PERFORMANCE GUARANTEE No.: _____

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

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

At the request of the Supplier, we *[insert: **name of Bank**]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: **amount in figures**]* (___) *[insert: **amount in words**]*[10] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ____ day of _____, 2_____,[11] and any demand for payment under it must be received by us at this office on or before that date.

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

_____

[signature(s)]

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

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

9. Specimen Certificate of a Pharmaceutical Product

Certificate of a Pharmaceutical Product[1]

This certificate conforms to the format recommended by the World Health Organization *(general instructions and explanatory notes attached).*

No. of certificate: _____

Exporting (certifying) country: _____

Importing (requesting) country: _____

1Name and dosage form of product:

_____

1.1Active ingredients[2] and amount(s) per unit dose.[3]

_____

_____

_____

For complete qualitative composition including excipients, see attached.[4]

1.2. Is this product licensed to be placed on the market for use in the exporting country?[5] yes/no *(key in as appropriate)*

1.3 Is this product actually on the market in the exporting country? Yes/no/unknown *(key in as appropriate)*

If the answer to 1.2 is yes, continue with section 2A and omit section 2B.

If the answer to 1.2 is no, omit section 2A and continue with section 2B.[6]

2A. 1 Number of product license[7] and date of issue:

_____

2A.2 Product-license holder (name and address):

_____

_____

_____

2A.3 Status of product-license holder:[8] a/b/c *(key in appropriate category as defined in note 8)*

2A.3.1 For categories b and c the name and address of the manufacturer producing the dosage form are: [9]

_____

_____

_____

2A.4 Is Summary Basis of Approval appended?[10] yes/no *(key in as appropriate)*

2A.5 Is the attached, officially approved product information complete and consonant with the license?[11] yes/no/not provided *(key in as appropriate)*

2A.6 Applicant for certificate, if different from license holder (name and address):[12]

2B. 1 Applicant for certificate (name and address):

2B.2 Status of applicant: a/b/c *(key in appropriate category as defined in note 8)*

2B.2.1 For categories b and c the name and address of the manufacturer producing the dosage form are:[9]

_____

_____

_____

2B.3 Why is marketing authorization lacking?

Not required/not requested/under consideration/refused *(key in as appropriate)*

2B.4 Remarks:[13]

3 Does the certifying authority arrange for periodic inspection of the manufacturing plant in which the dosage form is produced?

Yes/no/not applicable[14] *(key in as appropriate)*

If no or not applicable proceed to question 4.

Periodicity of routine inspections (years): _____

Has the manufacture of this type of dosage form been inspected?

Yes/no *(key in as appropriate)*

Do the facilities and operations conform to GMP as recommended by the World Health Organization?[15]

yes/no/not applicable[16] *(key in as appropriate)*

2. Does the information submitted by the applicant satisfy the certifying authority on all aspects of the manufacture of the product? [11]

Yes/no *(key in as appropriate)*

If no, explain: _____

Address of certifying authority: _____

Telephone number: _____ Fax number: _____

Name of authorized person:

Signature:

Stamp and date:

General instructions

Please refer to the guidelines for full instructions on how to complete this form and information on the implementation of the Scheme.

The forms are suitable for generation by computer. They should always be submitted as hard copy, with responses printed in type rather than handwritten.

Additional sheets should be appended, as necessary, to accommodate remarks and explanations.

Explanatory notes

1 This certificate, which is in the format recommended by WHO, establishes the status of the pharmaceutical product and of the applicant for the certificate in the exporting country. It is for a single product only since manufacturing arrangements and approved information for different dosage forms and different strengths can vary.

2 Use, whenever possible, international nonproprietary names (INNs) or national nonproprietary names.

3 The formula (complete composition) of the dosage form should be given on the certificate or be appended.

4 Details of quantitative composition are preferred, but their provision is subject to the agreement of the product-license holder.

5 When applicable, append details of any restriction applied to the sale, distribution, or administration of the product that is specified in the product license.

6 Sections 2A and 2B are mutually exclusive.

7 Indicate, when applicable, if the license is provisional or if the product has not yet been approved.

8 Specify whether the person responsible for placing the product on the market:

(a) manufactures the dosage form;

(b) packages and/or labels a dosage form manufactured by an independent company; or

(c) is involved in none of the above.

9 This information can be provided only with the consent of the product-license holder or, in the case of non-registered products, the applicant. Noncompletion of this section indicates that the party concerned has not agreed to inclusion of this information. It should be noted that information concerning the site of production is part of the product license. If the production site is changed, the license must be updated or it will cease to be valid.

10 This refers to the document, prepared by some national regulatory authorities, that summarizes the technical basis on which the product has been licensed.

11 This refers to product information approved by the competent national regulatory authority, such as a Summary of Product Characteristics (SPC).

12 In this circumstance, permission for issuing the certificate is required from the product-license holder. This permission must be provided to the authority by the applicant.

13 lease indicate the reason that the applicant has provided for not requesting registration:

(a) The product has been developed exclusively for the treatment of conditions—particularly tropical diseases— not endemic in the country of export.

(b) The product has been reformulated with a view to improving its stability under tropical conditions.

(c) The product has been reformulated to exclude excipients not approved for use in pharmaceutical products in the country of import.

(d) The product has been reformulated to meet a different maximum dosage limit for an active ingredient.

(e) Any other reason, please specify.

14 Not applicable means that the manufacture is taking place in a country other than that issuing the product certificate and inspection is conducted under the aegis of the country of manufacture.

15 The requirements for good practices in the manufacture and quality control of drugs referred to in the certificate are those included in the thirty-second report of the Expert Committee on Specifications for Pharmaceutical Preparations (WHO Technical Report Series, No. 823, 1992, Annex 1). Recommendations specifically applicable to biological products have been formulated by the WHO Expert Committee on Biological Standardization (WHO Technical Report Series, No. 822, 1992, Annex 1).

16 This section is to be completed when the product-license holder or applicant conforms to status (b) or (c) as described in note 7 above. It is of particular importance when foreign contractors are involved in the manufacture of the product. In these circumstances the applicant should supply the certifying authority with information to identify the contracting parties responsible for each stage of manufacture of the finished dosage form, and the extent and nature of any controls exercised over each of these parties.

The layout for this Model Certificate is available on diskette in WordPerfect from the Division of Drug Management and Policies, World Health Organization, 1211 Geneva 27, Switzerland.

10. 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	: Ministry of Health & Family Welfare (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

11. 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	: Ministry of Health & Family Welfare (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	:

CERTIFICATE

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

12. 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 notorised 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.

13. 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:

	1st	2nd
(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: We also authorized to take references from bank.

(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

14. Manufacturing Site Inspection Checklist

- ***This Check list is only for the information purpose and not for filling & submitting with the bids.***
- ***In case The Purchaser wants to conduct an inspection, the Bidder has to be ready, with the filled check list before inspection.***

Self Appraisal Check List

(To be filled by the Manufacturing Firm. The Inspecting Team at the time of inspection will verify the furnished statement and quality rating will be made on the basis of stipulated bench marks.)

Scope

The appropriate section of the checklist should be utilized by the manufacturer of Pharmaceutical doses form to give facts about the facilities.

The checklist covers the following areas

1.1. Location and surrounding
1.2. Building and premises
1.3. Water system
1.4. Disposal of waste
2.0 Warehousing Area
3.0 Production Area.
4.0 Ancillary Areas
5.0 Quality Control Area.
6.0 Personnel.
7.0 Health, Clothing and sanitation of workers.
8.0 Manufacturing Operations and Controls.
8.1. Precautions against mix-up and cross- contamination.
9.0. Sanitation in the manufacturing premises.
10.0. Raw materials
11.0. Equipment.
12.0. Documentation and records.
13.0. Labels and other printed materials.
14.0. Quality Assurance.
15.0. Self Inspection and Quality Audit.
16.0. Quality Control System.
17.0. Specification.
18.0. Master Formula records.
19.0. Packaging Records.
20.0. Batch Packaging Records.
21.0. Batch Processing Records.
22.0. Standard Operating Procedures (SOPs) and Records, regarding.

22.1. Sampling.

22.2. Batch Numbering.

22.3. Testing.

22.4. Records of analysis.

23.0 Reference samples.

24.0 Reprocessing And Recoveries.

25.0 Distribution Records.

26.0 Validation and Process Validation.

27.0 Product recalls.

28.0 Complaints and Adverse Reactions.

29.0 Site Master File.

Part IA: - Specific requirements for manufacture of sterile products, Parenteral preparations (small volume injectables and large Volume parenterals) and sterile ophthalmic preparations.

PART IB: - Specific requirements for manufacture of oral solid dosage Forms (Tablets and Capsules)

PART IC: - Specific requirements for manufacture of oral liquids (syrups, elixirs, emulsions and suspensions).

PART ID: - specific requirements for manufacture of topical products, i.*e.* External preparations (creams, ointments, pastes, Emulsions, lotions, solutions, dusting powders and identical Products)

- The questions in this checklist included reference to Schedule-M.
- Technical Agreement between CONTRACT GIVER AND CONTRACT ACCEPTOR.

Data to be provided by the manufacturer

Name of the firm:		
Address (Head Quarter):		
a. Address (Manufacturing site):		
b. Constitution of the Firm (Enclose copy of the constitution		
c. Telephone No. of Firm: Head Quarter: Manufacturing Site: 24 Hrs. Contact person's name and number:		
Fax No. of the firm: **Head Quarter:** **Site:**		
E-mail address of the firm:		
License No. of firm **(Enclose copy of the license)**		
Categories of drugs manufactured at the site (Clearly specify whether the firm is manufacturing products containing Betalactum, cytostatic / cytotoxic, hormonal, corticosteroids as active ingredient, product with active ingredient from Biological origin or bio technological origin. **(Enclose list of items licensed at site)**		
d. Specify whether following items are manufactured at the site: Dietary supplements, Cosmetic products, Veterinary products, reagents for in-vitro diagnostic use, reagents for in vivo diagnostic use.		
e. Production capacity categories wise per shift. ***(Enclose list of items being manufactured at site)***		
f. Whether the firm is engaged in contract manufacturing / loan licensing. ***If yes, details thereof.***		
Any Certificates/ approval held by the firm (ISO, WHO, USFDA etc,)		
Last two years turn over of the firm.		
Govt. Supply		

Trade		
Export		
Total (Rupees)		
Names of Key Personnel like site head, authorized personnel for manufacturing, quality control, quality assurance, Engineering, procurement, regularly affairs etc. **(Enclose organizational chat along with responsibility matrix of key personnel)**		
List of all equipment section wise along with capacity, make, ID no. and MOC		
Whether the site plan is approved. **(Enclose copy of the site plan)**		

Checklist

(Based on Schedule –M and Technical Guidance note to the Industry)

1.	***LOCATION AND SURROUNDINGS:***	**Self appraisal to be filled by the manufacturer along with all details (yes or no type reply will not be acceptable)**	**Observations to be noted by the inspecting team at the time of inspection**	**Rating to be made by the inspecting team as per Benchmarks**
1.1	How factory building is situated and controlled to avoid risk of contamination from external environment including open sewage, drain, public lavatory or any other factory which produces disagreeable or obnoxious, odors, fumes, excessive soot, dust, and smoke, chemical or biological emissions. Pls specify industries / establishments adjoining manufacturing site.			
1.2	***BUILDING AND PREMISES: -***			
1.2.1	How the building has been designed constructed and maintained to suit the manufacturing operations so as to produce drugs under hygienic conditions. *Pls specify nature of construction used in the facility in respect of its maintenance and hygienic conditions.*			
1.2.2	Whether the building confirm to the conditions laid down in the Factories Act, 1948 *Pls attach valid factory certificate/ license issued by the competent authority.*			
1.2.3	Specify how the premises used for manufacturing operations and testing purpose prevents contaminations and cross contamination is: a) Compatible with other drug manufacturing operations that may be carried out in the same or adjacent area. Pls specify any special criteria for the product manufacture red. e.g. temperature, humidity, air class requirements maintained for aseptic products, etc.			

1.2.4	b) Whether adequate working space is provided to allow orderly and logical placement of equipment, materials and movement of personnel so as to avoid risk of mix-up between different categories of drugs and to avoid possibility of the contamination by suitable mechanism. Pls specify space left around the machines. Pls attach equipment lay out, men and material movement, waste movement if applicable.			
1.2.5	c) Describe the pest, insects, birds and rodents control system followed in the premises. Attach copy of pest / rodent control schedule along with contract agreement if any.			
1.2.6	d) What measures have been taken to make Interior surface of (walls, floors, and ceilings) smooth and free from cracks, and to permit easy cleaning *Specify material of construction and finish for walls, ceiling, floor, coving etc. i.e. whether Epoxy or PU coated, kota / granite stone with epoxy sealed joints, solid / GI / gypsum / cal. Silicate board ceiling with epoxy, PU or any other pre-fabricated panel (GRP, powder coated SS or Aluminum etc.) paint.*			
1.2.7	e) What measures have been taken so that the production and dispensing areas are well lighted and effectively ventilated, with air control facilities. Pls specify the lux level maintained in various parts of the premise.			
1.2.7.1	Pls specify the air handling system used in various areas like stores, production, packing, QC areas etc.			
1.2.8	f) Specify drainage system which prevents back flow and entry of insects and rodents into the premises. *(pls specify number and location of drains installed)*			
1.3	***WATER SYSTEM: -***			

1.3.1	Whether the unit has validated system for treatment of water drawn from own or any other source to render it potable in accordance with standards specified by BIS or local municipal norms. Pls specify source of raw water and give details of treatment processes, sampling points, distribution and storage system for raw and purified water.			
1.3.1.1	How bio burden in purified water controlled / reduced.			
1.3.2	How water tank are cleaned periodically and records maintained thereof. How water distribution system is sanitized to control microbial contaminations.			
1.4	***DISPOSAL OF WASTE: -***			
1.4.1	Specify the system of disposal of sewage, and effluents (solid, liquid, and gas) from the manufacturing site. (Enclosed the copy of NOC obtained from State Pollution Control Board in this regard).			
1.4.2	Whether provision for disposal of bio-medical waste made as per the provisions of the Bio Medical Waste (Management and Handling) Rules 1996.			
2.	***WAREHOUSING AREA: -***			
2.1	Whether adequate areas have been allocated for warehousing of Raw Materials, intermediates, Packaging Material, products in quarantine, finish products, rejected or returned products. How these areas marked or segregated. Please specify the total area provided for warehousing.			
2.2	How the warehousing areas being maintained to have good storage conditions. Are they clean and dry and maintained within acceptable temperature limits?			
	Specify the storage arrangement provided for materials which			

	sensitive to temperature, humidity and light and how the parameters are monitored. Is cold room or deep freezers required for storage of goods? If yes, how the temperature is monitored.			
2.2.1	Whether proper racks, bins and platforms have been provided for the storage.			
2.3	Whether receiving and dispatch bays are maintained to protect in coming and out going materials.			
2.3.1	How incoming materials are treated and cleaned before entry into the plant. Please specify the cleaning system for the outer surface of the container.			
2.4	How quarantined materials are segregated from other materials. How access to quarantined area is restricted.			
2.5	Whether separate sampling area for active Raw Materials and Excipients is provided and maintained. If yes, what is the control on entry of material and men into the sampling area. Whether reverse LAF have been provided for sampling. Whether log book for sampling booth maintained. If not what provision has been made for sampling so as to prevent contamination, cross contamination and mix-ups at a time of sampling.			
	Specify the arrangements provided to sample the primary packaging materials foils, bottles, etc which are used as such.			
2.5.1	Pls specify sampling plan used. Which type of sampling tools are used and how they are cleaned, dried and maintained.			
	How containers are cleaned before and after sampling. Who carries out the sampling? (Pls specify whether the sampling is carried out as per the current SOP).			
2.5.2	What precautions are taken during sampling of photosensitive, hygroscopic materials?			

2.6	What provisions have been made for segregated storage of rejected, recalled or returned materials or products. How is the access to these areas restricted?			
2.7	How highly hazardous, poisonous and explosive materials, narcotics, and psychotropic drugs are handled and stored. How these areas are safe and secure. Is there certification from competent authority for handling of explosives etc. If any. Pls attach the certificate issued by the competent authority.			
2.8	How printed secondary packaging materials are stored in safe, separate and secure manner.			
2.9	Specify the arrangement provided for dispensing of starting materials. What is the control on entry of material and men into the dispensing area? Whether reverse LAF have been provided for dispensing with back ground clean air supply. Whether pressure differential is maintained between the dispensing and adjacent areas.			
2.9.1	Which type of dispensing tools are used and how they are cleaned, dried and maintained. How containers are cleaned before and after dispensing. Who carries out the dispensing? (Pls specify whether the dispensing is carried out as per the current SOP).			
2.10	How and where sampling of sterile materials carried out.			
2.11	What steps are taken against spillage, breakage and leakage of containers?			
2.12	What provisions have been made to prevent the entry of rodents, insects, birds. Which substance is used for pest control and how it is handled. (Pls specify whether the pest control is carried out as per the SOP).			
3.	***PRODUCTION AREA: -***			
3.1	Please specify the design of the manufacturing area which allow uni-			

	flow and logical sequence of operations so as to prevent product contamination/ mix ups. Is there any criss cross of flow of materials and men? Specify the position of IPQC lab in the manufacturing area. Please specify whether non storage areas used for storage of any material.			
3.2	Whether separate dedicated and self-contained facilities have been provided for the production of sensitive pharmaceutical product like Penicillin, Biological preparation with like micro-organism, Beta lactam, Sex Hormones and Cytotoxic substances. If yes pls explain how and attach copy of plan of premises of each category of drug.			
3.3	Please specify the provisions of storage of dirty, washed and cleaned equipment parts, tool room, in process storage areas etc. Which provide sequential / logical manner so as to prevent contamination and cross contamination?			
3.4	Please specify how service lines like pipe work, electrical fittings, ventilation openings etc. are identified by colors for nature of supply and direction of the flow. Whether service lines in production areas are through service pendants. If not, how they are placed so as to avoid accumulation of dust.			
4.	***ANCILLARY AREAS: -***			
4.1	Please specify the position of rest and refreshment rooms and mention whether they are separate and not leading directly to the manufacturing and warehouse areas.			
4.2	Are there general change rooms in plant? Are toilets, change room separate from mfg. Area? Pls specify number of washing station & toilets provided for number of users. Whether change facilities separated for both sexes.			

	How many sets of protective garments provided for each personnel entering production area. Is there in house general laundry for garment washing / cleaning? If not how garments washing are carried out and monitored.			
4.3	Whether maintenance workshop is separate and away from production.			
4.4	Whether animals for production or testing are housed in the facility if so whether areas housing animals are isolated from other areas. Please specify the provision of air conditioned and ventilation system for the animal house. How quarantined, under test and tested animals housed and controlled. How animal carcass are disposed of. Pls attach copy of CPCSEA.			
5.	***QUALITY CONTROL AREA: -***			
5.1	Whether QC area is independent of production area. Whether QC carries out its own: • physico-chemical testing, • biological testing, • microbiological testing & sterility testing and • Instrumental testing. Whether firm is outsourcing testing. If yes names of the testing laboratories contacted or approved. Pls give list of test currently outsourced. In case of contractual testing what are the responsibilities of contract giver and contract acceptor. (Copy of the contract should be enclosed) Are there safety installation such as shower, eye washer, fire extinguisher etc in the laboratory. Is there separate area for humidity chambers for stability studies. How many humidity chambers have been provided. Pls attach stability calendar.			
5.2	Please specify the arrangement provided for handling and storage of test samples, retained samples,			

	reference standards / cultures, reagents. Whether separate area for storage of reagents and glassware provided. Whether separate records room is provided.			
5.2.1	How hazardous or poisonous materials are stored and handled.			
5.3	How environmental conditions are met during the course of storage and testing of samples. Whether separate washing and drying area provided.			
5.3.1	Which grade of glassware are used in assay procedures.			
5.3.2	Whether separate AHU's are provided for biological, microbiological and radio iso-topes testing areas with HEPA filter arrangement.			
5.4	Whether separate areas provided for sterility testing within microbiology lab. Whether support areas are under AHU. Whether double door autoclave provided for sterilization of materials.			
	Whether entry to the sterility area is through three air lock systems. What is the air class of these testing areas and whether pressure difference is maintained in these areas?			
	Which types of workbenches are provided in these areas for testing? When was the last filter integrity tests performed on HEPA filters.			
	How waste (cultures etc) disposed of. Whether in case of antibiotic potency testing, statistical proof of the determination of potency and validity of the test carried out.			
6.	***PERSONNEL: -***			
6.1	Whether the manufacturing and testing of drugs is conducted under approved technical staff Names of Technical Staff alongwith qualification & experience			

	For Manufacturing: - For Analysis:			
6.2	Please specify whether head of Q.C. is independent of manufacturing unit			
6.3	Name, qualification and experience of the personnel responsible for Quality Assurance function.			
6.4	Whether responsibilities for production and QC laid down and followed.			
6.5	Whether adequate number of personnel employed in direct proportion to the work load.			
6.6	What is the firm's policy on training of personnel at various levels?			
7.	***HEALTH, CLOTHING AND SANITATION OF WORKERS: -***			
7.1	Whether personnel handling Beta lactam antibiotics are tested for penicillin sensitivity before employment.			
7.2	Whether personnel involved in handling of sex hormones, cytotoxic and other portent drugs are periodically examined for adverse effect. (Pls specify whether the current SOP is followed or not).			
7.3	Whether all personnel prior to employment have undergone medical examination including eye examination and all free from Tuberculosis, skin and other communicable or contagious diseases			
	Whether there is a SOP for medical examination.			
	Pls give name and qualification of contracted medical officer for medical examination.			
	Whether investigational reports, films of X rays etc. preserved. Whether records of such medical examination are maintained thereof			
7.4	Whether all personnel are trained to ensure high level of personal hygiene. Pls attach training calendar of last two years.			

7.5	Whether proper uniforms and adequate facilities for personal cleanliness are provided. Pls specify nature and type of dress used by the personnel in various areas of operation. How many dress/footwear have been provided to each personnel. Please specify whether cross over bench is in place in the change room and if so whether it rule out the possibility of entering dust particle to the clean side. Whether arrangements provided for cleaning of outside dust and dirt from foot Please specify whether hands are disinfected before entering the production area Whether for sterile garments in house clean laundry has been provided.			
8.	***MANUFACTURING OPERATIONS AND CONTROLS: -***			
8.1	Whether the contents of all vessels and containers used in manufacture and storage is conspicuously labeled with the name of the products. Batch no, Batch Size, and stage of manufacture along with signature of technical staff.			
8.1.1	Whether the products not prepared under aseptic conditions are free from pathogens like Salmonella, Escherichia coli, Pyocyanea etc.			
8.1.2	If yes, pls give brief account of measures taken to assure freedom from pathogens.			
8.2	***PRECAUTIONS AGAINST MIX-UP AND CROSS-CONTAMINATION:***			
8.2.1	Whether proper AHU, pressure differential, segregation, status labeling have been provided to prevent mix-up and cross-contamination in manufacturing area			
	Pls specify the areas of dust generation and mechanism involved in controlling the dust.			
	Do all the areas have their own independent air locks separately for men and material entry.			

	What criteria of pressure differential has been set for production v/s adjoining areas.			
	Whether various operations are carried out in segregated areas.			
8.2.2	Whether processing of sensitive drugs like Beta lactum Antibiotics and Sex Hormones is done in segregated areas with independent AHU and proper pressure differentials alongwith demonstration of effective segregation of these areas with records.			
	Please specify what measures has been taken to prevent contamination of products with Beta Lactum Antibiotics, Sex harmons and cyto toxic substances			
8.2.3	What measures has been taken to prevent mix-ups during various stages of production.			
	Whether equipments use for production are labeled with their current status.			
8.2.4 & 5	Whether packaging lines are independent and adequately segregated.			
	How line clearance is performed. Whether records of line clearance is maintained according to appropriate checklist.			
8.2.6	Whether separate carton coding area has been provided or online carton coding is performed How carton coding procedure is controlled.			
8.2.7	Please specify how temperature, humidity and air filtration are controlled in the areas where raw material and/or products are exposed and handled.			
8.2.8	How access of authorized persons to manufacturing areas including packaging is controlled.			
	Whether separate gowning provision is follows before entering into the procedure.			
8.2.9	Whether segregated secured areas for recall or rejected materials or for such material which are to be processed or recovered are provided. Please specify the room No. of such			

	areas in the plant.			
9.	***SANITATION IN THE MANUFACTURING AREAS:-***			
9.1	Specify the cleaning procedure of the manufacturing areas. Whether cleaning procedure is validated. Please specify validation protocol No. of the same.			
9.2	Whether the manufacturing areas are used as the general thoroughfare and storage of materials not under process.			
9.3	Whether a routine sanitation program is in place. Please specify detailed account of sanitation proramme specific to various areas, equipment.			
9.4	Dose the location facilitate cleaning of equipment as well as the cleaning of the areas in which they are installed.			
9.5	Whether production area is adequately lit. If yes. Please give lux levels provided in production, visual inspection and other areas.			
10	***RAW MATERIALS: -***			
10.1	Whether the hard copies of records of Raw Materials are maintained as per schedule-U.			
10.2	Please specify the procedures followed receiving and processing of in-coming materials (Starting materials and packing material).			
	Whether first in / first out or first expiry principal has been adopted.			
10.3	How they are labeled and stored as per their status – Under Test, Approved and Rejected			
10.4	Whether incoming materials are purchased from approved sources.			
	What is the procedure for approving the source for incoming materials.			
	Whether the raw materials are directly purchased from the manufacturers.			

	Whether list of approved vendors is available to the user.			
10.4	How damaged containers are identified recorded and segregated.			
10.5	Whether each batch of a consignment is considered for sampling, testing and release.			
	Whether all the containers of each batch of starting materials is sampled for identification test.			
10.6	Whether labels of raw material in the storage area have information like (a) designated name of the product and the internal code reference, where applicable, and analytical reference number; (b) manufacturer's name, address and batch number; (c) the status of the contents (e.g. quarantine, under test, released, approved, rejected); and (d) the manufacturing date, expiry date and re-test date.			
10.7	Whether separate areas are provided for under test, approved and rejected materials.			
	How control on temperature and humidity conditions, wherever necessary, maintained in these storage areas.			
10.8	How the containers from which samples have been drawn labeled.			
10.9	Please specify the procedures by which it is ensured that the raw materials which has been released by the Quality Control Department and which are within their shelf life are going to be used in the product.			
10.10	How materials are stacked in the Stores i.e on Pallets, racks etc.			
11	***EQUIPMENT: -***			
11.1	Whether the equipments are designed aiming to minimize risk of error and permit effective cleaning in order to avoid cross contamination, build up of dust.			
	Whether all equipment are provided with log book.			
	Please specify the procedures to clean the equipment after each batch production.			

	Whether validity period for use after the cleaning of equipment is specified.			
	Whether separate area is provided for storage of machine parts etc.			
11.2	Whether balances and other measuring equipments with appropriate range are available in the Raw Material stores & production areas and they are calibrated in accordance with SOP maintained. Specify the calibration schedule of the balances.			
11.3	Please specify material of construction of contact parts of the production equipments.			
11.4	Which types of lubricants are used in the equipment. Specify the quality and control reference No. of these lubricants.			
11.5	Specify the procedures to remove defective equipments from production areas.			
12	***DOCUMENTATION AND RECORDS: -***			
12.1	How the documents are designed, prepared, reviewed and controlled to provide an audit trail.			
12.1.1	Whether documents are approved signed and dated by appropriate and authorized person.			
12.2	Whether documents specify title, nature and purpose.			
12.3	Whether documents are regularly reviewed and kept up to date. If yes. Please specify review period. Please attached the list of documents maintained by the firm.			
12.4	Whether the records are made at the time of each operation in such a way that all significant activities concerning to the production are traceable.			
12.5	Whether data is recorded by electronic data processing system or by other means. If by electronic data processing system then how access is controlled to enter, modify etc. the data.			
	Whether master formula and detailed operating procedures are maintained			

	as hard copy.			
	Who is responsible for maintenance of these records.			
13	***LABELS AND OTHER PRINTED MATERIALS:***			
13.1	Whether the printing is in bright colour and legible on labels and other printed materials.			
	How printed labels (art work) are approved. Is there any SOP for this if yes please give current SOP No.			
	Which colour coding system is used to indicate the status of a product and equipment.			
13.2	How printed packaging materials, product leaflets etc. are stored separately to avoid chances of mix-up.			
13.3	How labels cartons boxes circulars inserts and leaflets are controlled.			
13.4	Whether the samples from the bulk are drawn tested, approved and released prior to packaging and labeling. How carryout the sampling.			
13.5	How records of receipt of all labeling and packaging materials are maintained.			
	Whether re-conciliation of used packaging materials is maintained. Whether unused packaging materials return to the store or destroyed.			
	How returned/unused packaging material like foils is controlled so as to prevent contamination and cross-contamination.			
13.6	How the labels of reference standard and culture maintained.			
14	***QUALITY ASSURANCE: -***			
14.1 (a)	Specify the comprehensive quality assurance system maintained by the firm *Inter-alia* to cover deviation, reporting, investigation and change control. How the products are designed and developed in accordance with GMP.			
(b)	Please specify the arrangements provided to ensure that correct starting and packaging materials are used for manufacture.			

(c)	Please specify the mechanism by which all control like IP QC Calibration, Validation etc. are ensured.			
(d)	Please specify the mechanisms to ensure that the finished product has been correctly processed and checked in accordance with the established procedures.			
(e)	Please specify the mechanisms to ensure that Pharmaceuticals products are released for sale by authorization person.			
15	***SELF INSPECTION AND QUALITY AUDIT: -***			
15.1	Whether the firm has constituted a self inspection team supplemented with a quality audit procedure to evaluate that GMP is being followed. If no. How internal audits are carried out.			
	What is the system of monitoring, evaluation of self inspection.			
	How conclusion and recommended correcting actions are followed and adopted.			
15.2	What is the frequency of self-inspection.			
15.3	Is there any proforma for carrying out the self-inspection. Please indicate the date of last self-inspection.			
16	***QUALITY CONTROL SYSTEM: -***			
16.1 to 16.3	Please specify the details of quality control system of the unit.			
	How the reference standards are stored, evaluated and maintained. Please provide list of reference standard and reference impurities procured from the authentic sources.			
	Please specify the procedures of preparation of working standard from the reference standards.			
16.4 & 16.5	Whether SOPs for sampling, inspecting, testing of Raw Materials, Finish products, Packing Materials and for monitoring environmental conditions are available.			
	Whether approved specifications for different materials, products,			

	reagents, solvents including test of identity content, purity and quality available.			
16.7	How reference samples from each batch of the products are maintained.			
16.6 & 16.8 16.9	Who releases batch of the products for sale or supply.			
	Whether there is check list for release of a batch. Please specify current SOP No. for batch release.			
	Please specify the sampling procedures from various stages of production.			
	How it is ensured that the sample collected are representative of the whole batch.			
16.10 16.11	Please specify the procedures for carrying out the stability studies.			
	Under what condition stability studies of the products are tested. How many stability chambers have been provided.			
	How self life is assigned to a product. Please give current stability protocol No.			
	Whether records of stability studies are maintained.			
	Please attach stability calendar of last year.			
	How complaints are investigated.			
16.12	How instruments are calibrated and at which interval.			
	How testing procedure validated before they are adopted for routine testing.			
	Specify the validation procedure is responsible for validation of procedures.			
	How validation procedures are documented (Please indicate various protocols/ recoding system applied during validation).			
16.13	Whether specifications for raw materials intermediates final products and packaging materials are available.			
	Whether periodic revision of these specifications are carried out. Please specify No. of STPs being maintained by the firm.			

16.14	Which pharmacopoeias in original are available in the plant.			
17	***SPECIFICATIONS: -***			
17.1	Whether specification of raw material include. (a) the designated name and internal code reference; (b) reference, if any, to a pharmacopoeial monograph; (c) qualitative and quantitative requirements with acceptance limits; (d) name and address of manufacturer or supplier and original manufacturer of the material; (e) specimen of printed material; (f) directions for sampling and testing or reference to procedures; (g) storage conditions; and (h) Maximum period of storage before re-testing. Whether specification of finished product include (a) the designated name of the product and the code reference; (b) the formula or a reference to the formula and the pharmacopoeial reference; (c) directions for sampling and testing or a reference to procedures; (d) a description of the dosage form and package details; (e) the qualitative and quantitative requirements, with the acceptance limits for release; (f) the storage conditions and precautions, where applicable, and (g) the shelf-life.			
17.2	Whether the container and closures meet the pharmacopial specifications. Whether second hand or used containers and closures used.			
18	***MASTER FORMULA RECORDS: -***			
	How master formula records are prepared, authorized and controlled.			
	Whether head of production, quality control and quality assurance unit endorse this documents. Whether master formula is batch size specific.			

	Whether all products have master formula containing. (a) the name of the product together with product reference code relating to its specifications; (b) the patent or proprietary name of the product along with the generic name, a description of the dosage form, strength, composition of the product and batch size; (c) name, quantity, and reference number of all the starting materials to be used. Mention shall be made of any substance that may 'disappear' in the course of processing. (d) a statement of the expected final yield with the acceptable limits, and of relevant intermediate yields, where applicable. (e) a statement of the processing location and the principal equipment to be used. (f) the methods, or reference to the methods, to be used for preparing the critical equipments including cleaning, assembling, calibrating, sterilizing; (g) detailed stepwise processing instructions and the time taken for each step; (h) the instructions for in-process control with their limits; (i) the requirements for storage conditions of the products, including the container, labeling and special storage conditions where applicable; (j) any special precautions to be observed; (k) packing details and specimen labels.			
19 & 20	***PACKAGING RECORDS: -***			
	Whether authorized packaging instructions for each products, pack size and type are maintained and complied with. Whether following are included in the packaging instructions. (a) Name of the product; (b) description of the dosage form, strength and composition; (c) the pack size expressed in terms			

	of the number of doses, weight or volume of the product in the final container; (d) complete list of all the packaging materials required for a standard batch size, including quantities, sizes and types with the code or reference number relating to the specifications of each packaging material.; (e) reproduction of the relevant printed packaging materials and specimens indicating where batch number and expiry date of the product have been applied; (f) special precautions to be observed, including a careful examination of the area and equipment in order to ascertain the line clearance before the operations begin. (g) description of the packaging operation, including any significant subsidiary operations and equipment to be used; (h) details of in-process controls with instructions for sampling and acceptance; and (i) Re-cancellation after completion of the packing and labeling operation. (j) Whether line clearance records are part of batch packing records.			
21	***BATCH PROCESSING RECORDS (BPR)***			
21.1	Whether BPR are based on current master formula record. How BPR are designed to avoid transcription errors. Whether the Batch Processing Records for each product on the basis of currently approved master formula is being maintained. Whether following information are recorded in BPR (a) the name of the product, (b) the number of the batch being manufactured, (c) dates and time of commencement, significant intermediate stages and completion of production. (d) initials of the operator of different significant steps of			

	production and where appropriate, of the person who checked each of these operations, (e) the batch number and/or analytical control number as well as the quantities of each starting material actually weighed, (f) any relevant processing operation or event and major equipment used, (g) a record of the in-process controls and the initials of the person(s) carrying them out, and the results obtained, (h) the amount of product obtained after different and critical stages of manufacture (yield), (i) comments or explanations for significant deviations from the expected yield limits shall be given, (j) notes on special problems including details, with signed authorization, for any deviation from the Master Formula, (k) Addition of any recovered or reprocessed material with reference to recovery or reprocessing stages. Specify the procedures for all the entries made in BPR's.			
22	***STANDARD OPERATING PROCEDURE AND RECORDS: -***			
22.1 to 22.5	Whether SOPs and records are being maintained and complied for the following. SOP for receipt of in coming material (a) SOP for Internal labelling, quarantine, storage, packaging material and other materials (b) SOP for each instrument and Equipment (c) SOP for sampling (d) SOP for batch numbering (e) SOP for testing (f) SOP for equipment assembly and validation (g) SOP for Analytical apparatus and calibration (h) SOP for maintenance, cleaning and sanitation (i) SOP for training and hygiene for the personal (j) SOP for retaining reference Samples			

	(k) SOP for handling, re-processing and recoveries (l) SOP for distribution of the product (m) SOP for warehousing of products. Whether applicable SOPs are available in each area where they are required. Whether recording formats are referred in SOP. Is there SOP for writing an SOP.			
23	**Reference Samples**			
23.1 & 2	Specify the procedures for collection of reference samples of active ingredients and finished formulations and how they are stored and maintained.			
24	Reprocessing and Recoveries			
24.1 – 24.3	Specify the procedures for reprocessing. Whether reprocessed batch is subjected to stability evaluation. Whether the recoveries are added into the subsequent batches. If yes specify the procedures.			
25	Distribution records			
	Whether pre dispatch inspections are carried out before release.			
	Whether periodic audits of distribution center are carried out to access warehousing practices			
	Whether distribution records are part of the batch record. If not how batch wise distribution record up to retail levels are maintained.			
	Whether instruction for warehousing and stocking of products like LVPs, Heat sensitive etc are available in store.			
26	***VALIDATION AND PROCESS VALIDATION: -***			
26.1 to 26.5	Specify the validation policy of the company. Whether validation master plan has been prepared.			
	Whether validation studies of processing, testing and cleaning			

	procedures are conducted as per pre defined protocol.			
	How records and conclusion of such validation studies are prepared and maintained.			
	Whether master formula is based on approved process validation.			
	Specify how significant changes to the manufacturing process equipments material etc are controlled.			
	Whether DQ,IQ,OQ & PQ are in place for all major equipment and facility.			
	Whether validation records of all utilities and major equipments are available.			
27	***PRODUCT RECALLS: -***			
27.1 to 27.6	Specify the product recall system followed by the firm. How promptly recall operation at the level of each distribution channel up-to the retail level can be carried out. Whether there is a SOP for recall of products clearly defining responsibility, procedure, reporting, re-conciliation etc.			
28	***COMPLAINTS AND ADVERSE REACTIONS: -***			
28.1	Specify the review system for complaints concerning the quality of products.			
	How records of complaint and adverse reactions maintained.			
	Whether reports of serious drugs reaction with comments and documents immediately sent to Licensing Authority			
	Is there any criteria for action to be taken on the basis of nature of complaint / adverse reaction.			
29	***SITE MASTER FILE: -***			
	Whether all the relevant information have been included in the site master file.			
	Whether quality policy has been included in the site master file. Please attach the current version.			

Checklist

	PART-IA **(Specific requirements for manufacture of Sterile products, Parenteral preparations (Small Volume Injectable Large Volume Perenterals) and Sterile ophthalmic preparations)**	Self appraisal to be filled by the manufacturer along with all details (yes or no type reply will not be acceptable)	Observations to be noted by the inspecting team at the time of inspection	Rating to be made by the inspecting team as per Benchmarks
1.	Whether dampness, dirt and darkness is visible in the facility.			
2.	**Building and Civil Works**			
2.1	Whether the building is devoid of cracks especially in the Aseptic solutions preparation rooms, Filling rooms, Sealing rooms			
2.2	Are the location of services like water, steam, gases etc. are such that the servicing or repairs can be carried out without any threat to the integrity of the facility			
2.3	Whether water lines pose any threat of leakage to the aseptic area			
2.4	Whether the manufacturing areas clearly separated into Support Areas (washing and component preparation areas, storage areas etc.) Preparation areas (bulk manufacturing areas, non aseptic blending areas etc) Change areas and Aseptic areas			
2.5	Whether de-cartooning areas to remove outer cardboard wrappings of primary packaging materials segregated from the washing areas			
2.6	Whether particle shedding materials like wooden pallets, fiber board drums, cardboards etc taken into the preparation areas etc			
2.7a	Whether in the aseptic areas: Walls, floors and ceiling are - Impervious - Non-shedding - Non-cracking - Coved at wall and ceiling junction			

2.7b	Whether the walls are flat, smooth and devoid of recesses			
2.7c	Whether the surface joints like electric sockets, gas points flushed with walls			
2.7d	Whether the ceiling is solid and the joints are properly sealed.			
2.7e	the air grills and lights flushed with the walls			
2.7f	*Are the grade A & B areas devoid of sinks and drains*			
2.7g	Are the doors and windows made up of non-shedding materials			
2.7h	Whether doors open towards higher pressure areas and close automatically due to air pressure			
2.7i	*In case fire escapes are provided, whether they are suitably fastened to the walls without gaps*			
2.7j	Whether the quality of the furniture used is smooth & washable and made of stainless steel, or of any other suitable material other than wood			
2.8	Whether the Manufacturing and support areas have the same quality of civil structure as desired for aseptic areas except the environmental standards which may vary in the critical areas			
2.9	Is the change rooms entrance provided with air locks before entry to the sterile product manufacturing areas and then to the aseptic areas.			
2.10	Are the change rooms to the aseptic areas clearly demarcated like 'black', 'gray' and 'white' with different levels of activity and air cleanliness?			
2.11	Are the sinks and drains in the first change rooms (un-classified) kept clean all the time			
2.12	Do the specially designed drains are periodically monitored to check for pathogenic micro-organisms			
2.13	Whether an appropriate inter- locking system with visual and/or audible warning system installed to prevent the opening of more than one door at a time.			
2.14	Do the aseptic and non-aseptic areas provided with intercom telephones or speak phones for communication purposes			
2.15	Whether the aseptic areas and outside areas provided with suitable air- locks or pass boxes with suitable interlocking			

	arrangements for material transfer			
2.16	Are the rest rooms, tea room, canteen and toilets outside the sterile manufacturing area			
2.17	Are the animal houses outside and away from the sterile product manufacturing area with separate AHU.			
3	**Air Handling System (Central Air Conditioning)**			
3.1	Whether the Air Handling Units for sterile product manufacturing area separate from those for other areas			
3.2	**Give the Background Grade of air for following critical areas:**			
	• Aseptic filling area			
	• Sterilized components unloading area for aseptic filling preparations.			
	• Sterilized components unloading area for terminally sterilized products.			
	• Filling room of terminally sterilized products.			
	• Batch manufacturing area for aseptic filling preparations.			
	• Batch manufacturing area for terminally sterilized products.			
	• Component washing and preparation area.			
	• Final change room (Aseptic Area)			
3.3	Whether Aseptic filling area, sterilized component unloading area and changes rooms conforming to Grade B, C and D have separate Air Handling Units.			
3.4	Are the filter configuration in the air handling system suitably designed to achieve the Grade A, B, C and D of air as per designated classified areas.			
3.5	Whether the types of Operations to be carried out in the various Grades for Aseptic Preparations are as under:			
a)	**Grade Type of Operation** Aseptic preparation & filling			
b)	Aseptic Solution preparation to be filtered			
d)	Handling of components after Washing			
3.6	Whether for aseptically filled products the filling room meet **Grade B** conditions at rest, unmanned within a			

	period of about **30 minutes** of the personnel leaving the room after completion of operations			
3.7	Are the filling operations undertaken in **Grade A** conditions and demonstrated under working of simulated conditions			
3.8	Whether the filling room meets **Grade C** conditions at rest in case of terminally sterilized products and these conditions obtainable within a period of about 30 minutes of the personnel leaving the room after completion of the operations			
3.9	Whether the manufacturing and component preparation areas for terminally sterilized products meet Grade C conditions			
3.10	Whether the washed components and vessels for terminally sterilized products protected with Grade C background or if necessary under LAF station.			
3.11	Whether the number of air changes in Grade B and Grade C areas are more than 20 per hour.			
3.12	Whether the Grade A Laminar Air Flow stations meet the criteria of air flow of 0.3 meter per second in case of vertical and that of 0.45 meter per second in case of horizontal flows +/- 20 %			
3.13	Whether the differential pressure between areas of different environmental standards meets the requirements (at least 15 Pascal/ 0.06 inches/ 1.5 mm water gauge)			
3.14	Whether suitable manometers / gauges installed for measurement and verification. Specify type of manometer.			
3.15	Whether the final change rooms have the same class of air as specified for the aseptic area.			
3.16	Whether the pressure differential in the change rooms is in the descending order, from ‘ white’ to’ black’. Specify pressures of three change rooms.			
4.	**Environmental Monitoring**			
3.18	Whether temperature and humidity (NMT 27^{C}C and 55 % RH respectively) in the aseptic areas are controlled.			
4.1	Whether the records exist to show that all the environmental parameters were			

	verified at the time of installation and checked periodically thereafter?			
4.2	Are the recommended periodic monitoring frequencies followed			
a)	Particulate counts - 6 Monthly			
b)	HEPA filters integrity testing –Yearly			
c)	Air Change rates - 6 Monthly			
d)	Air pressure differentials - Daily			
e)	Temperature and Humidity - Daily			
f)	Microbiological monitoring by settle plates and/ or swabs in: **Aseptic areas -- Daily,** **Other areas Decreased frequency**			
4.3	Does a written Environmental Monitoring Program exist? How long the settle plates are exposed in Grade A and other areas.			
4.4	Are the microbiological results recorded			
4.5	Are these results assessed with recommended limits			
4.6	Do they take action in case particulate and microbiological monitoring counts exceed the limits.			
4.7	In case of major engineering modifications being carried out to the HVAC system of any area, Whether all parameters reassessed and approved before starting production.			
5.	**Garments**			
5.1	Whether Outdoor clothing is allowed in the sterile areas			
5.2	Do they use cotton garments which are not allowed?			
5.3	Are the garments made of non-shedding and tight weaving material?			
5.4	Whether the garments are of suitable design in single piece with fastening at cuffs, neck and at legs to ensure close fit Trouser legs to be tucked inside the cover Boots			
5.5	Whether the garment includes a hood or a separate hood which can be tucked inside the overall.			
5.6	Whether Pockets, pleats and belts are avoided			

5.7	Whether Zips (if any used in garments) are of plastic material			
5.8	Whether the personnel wear only clean, sterilized and protective garments at each work session where aseptic filtration and filling operations are undertaken and at each work shift for products intended to be sterilized, post-filling			
5.9	Are masks and gloves are changed at every work session.			
5.10	Are the gloves used made of latex or other suitable plastic material			
5.11	Are powder free gloves used in clean rooms			
5.12	Are the gloves long enough to cover the wrists completely and allow the over-all cuff to be tucked in			
5.13	Are the foot-wear used made of plastic or rubber material			
5.14	Are the foot-wear daily cleaned with a bactericide			
5.15	Does the safety goggles / numbered glasses worn in side the aseptic areas have side extensions			
5.16	Are safety goggles sanitized by a suitable method			
5.17	Whether the garment changing procedure documented			
5.18	Whether the operators trained in garment changing procedure.			
5.19	Whether a full size mirror been provided in the final change room to ascertain that the operator has appropriately attired in the garments			
6.	**Sanitation**			
6.1	Whether written procedures available for sanitation of sterile processing facilities			
6.2	Whether the employees carrying out the sanitation of aseptic areas specially trained for the purpose			
6.3	Whether more than one sanitizing agent is used in rotation.			
6.4	Whether the concentration of the agent used has been recommended by the manufacturer			
6.5	Whether distilled water is used for the dilution of the disinfectant, if so is it directly collected from the distilled water plant or from re-circulation loop maintained above 70 ^{o}C or sterilized by			

	autoclaving and filtered through membrane filtration			
6.6	Whether alcohol or isopropyl alcohol is used as disinfectant for hand sprays?			
6.7	Whether disinfectant solutions filtered through membrane into suitable sterile containers before use?			
6.8	Whether the diluted disinfectants bear 'use before' labels based on microbiological establishment of their germicidal properties			
6.9	Whether records maintained thereof			
6.10	Whether fumigation carried out in aseptic areas. If yes, specify fumigating agent and its conc. used.			
6.11	Whether an SOP exist for the purpose of fumigation.			
6.12	Whether cleaning of sterile processing facility done using air suction devices non-linting sponges or clothes.			
6.13	Whether air particulate quality monitored on a regular basis			
7.	**Equipments**			
7.1	Whether the unit- sterilizers double ended with suitable inter-locking between the doors			
7.1.1	Whether the initial effectiveness of sterilization process established by using microbial spores indicators			
7.1.2	Whether thermal Mapping of heat sterilizers is carried out on regular basis. Check records.			
7.1.3	Whether suitable vent filters and recording thermographs provided in Autoclaves.			
7.1.4	Whether HEPA filters for cooling air and recording thermographs provided in DHS			
7.1.5	Whether provisions of CIP or SIP available.			
7.1.6	Whether firm has made provisions for pure steam generation and its use.			
7.2	*Whether filter integrity test carried out before and after the filtration process*			
7.3	Whether the filling machines challenged initially and there after periodically by simulation trials including sterile media fills.			
7.4	Are SOPs with acceptance criteria for media fills been established, validated and documented			

7.5	Whether the material of construction of the parts of equipment which are in direct contact with the product and the manufacturing vessels of stainless steel 316 and of glass containers Boro-silicate glass			
7.6	Whether the tubing used capable of washing and autoclaving			
7.7	Whether the installation qualification been done of all the equipments by the engineers (with the support of production and quality assurance personnel)			
7.8	Whether the critical processes such as aseptic filling and sterilizers suitably validated before these were put to use			
7.9	Whether SOPs available for each equipment for its calibration, operation and cleaning.			
7.10	Whether the measuring devices attached to equipment calibrated at suitable intervals.			
7.11	Whether a written calibration program is available			
7.12	Whether calibration status documented and displayed on the of the equipment and the gauges			
8	**Water & Steam Systems**			
8.1	Whether **potable water** used for the preparation of purified water meets the requirement of not more than 500 cfu/ml			
8.2	Whether potable water tested (100 ml sample) for freedom from pathogenic microorganisms: Escherichia coli, Salmonella, Staphylococcus aurious and Pseudomonas			
8.3	Whether the Purified Water prepared by de- mineralization meet the microbiological specification of not more than 100 cfu/ml			
8.4	Whether Purified Water tested for freedom from pathogenic microorganisms. (Sample size 100 ml)			
8.5	Whether Purified Water meet IP specifications for chemical testing			
8.6	Whether purified water is stored in stainless steel tanks.			
8.7	Are the distribution lines made of stainless steel 316 grades?			

8.8	What is the water source for preparation **Water for Injection (WFI)**:			
8.9	Whether WFI meet microbiological specification of not more than 10 cfu/100ml			
8.10	Whether WFI meet IP specifications for Water for Injection			
8.11	Whether WFI meet the endotoxin level of not more than 0.25 EU/ml			
8.12	Whether WFI used for			
8.12.1	- Bulk preparations of liquid parenterals - Final rinse of product containers			
8.12.2	- Final rinse of machine parts			
8.12.3	- Preparation of disinfectant solutions for use in aseptic areas			
8.13	Whether WFI used for liquid injectables collected freshly from the distillation plant or from a storage / circulation loop kept at above 70^{o}C.			
8.14	Whether the steam condensate meets the microbiological specification of not more than 10 cfu/100ml and IP specifications of WFI			
8.15	Whether steam used in production meet the endotoxin level of not more than 0.25EU/ml			
8.16	What is the schedule for the monitoring of steam quality exist			
9.	**Manufacturing process**			
9.1	Whether the bulk raw materials and bulk solutions monitored for bio-burden periodically (solutions not to contain more than 100 cfu/ml)			
9.2	Whether the principle of minimum possible time between the preparation of the solution and its sterilization or filtration through microorganism retaining filters followed and also specified in Master formula.			
9.3	Whether the filter the gases coming into contact with the sterile product through two 0.22 micron hydrophobic filters connected in series			
9.4	Whether gas cylinders are kept out side of the aseptic areas			

9.5	Whether the washed containers sterilized immediately before use			
9.6	Whether the sterilized containers not used within an established time, rinsed with distilled or filtered purified water and re-sterilized			
9.7	Is each lot of the finished product filled in one continuation operation			
10.	**Terminally Sterilized product**			
10.1	Whether the preparation of Primary packaging material such as glass bottles, ampoules and rubber stoppers is carried out in at least Grade D (grade C in case there is unusual risk of contamination to the product)			
10.2	Whether these processes used for component preparation have been validated.			
10.3	Whether the filling area is **of Grade A** environment with Grade C background			
10.4	Whether the solutions which are sterilized by filtration is prepared in Grade C environment.			
10.5	And if not to be filtered, whether the preparation of materials and products carried out in Grade A environment with Grade B background			
10.6	Whether for aseptic filling, non- fiber releasing sterilizing grade cartridge / membrane filter of nominal pore size of 0.22 micron and 0.45 micron porosity for terminally sterilized products are used.			
10.7	Whether a second filtration with another 0.22 micron sterilizing grade cartridge / membrane filter, performed immediately prior to filling.			
10.8	Whether process specifications indicate the maximum time during which a filtration system may be used (precluding microbial build-up to levels that may affect the microbiological quality of the product)			
10.9	Whether integrity of the sterilizing filter verified and confirmed immediately after use. If so, by which method: Bubble Point, Diffusive Flow or Pressure Hold Test			

	Sterilization (Autoclaving)			
10.10	Whether the sterilizing processes have been validated (Dry heat, Moist heat, filtration, ETO, ionizations whichever applicable.			
10.11	Whether the validity of the process verified at regular intervals (at least annually)			
10.12	Whether records are maintained when significant changes made to the equipment and / or the product.			
10.13	Whether sterilizer double ended			
10.14	Whether the terminal sterilizer's capacity is sufficient to sterilize one batch completely at one time. If not specify controls and measures taken in lot sterilizations.			
10.15	Whether the monitoring of products bio-burden carried out before terminal sterilization.			
10.16	Whether bio-burden controlled to the specified limits in the Master Formula.			
10.17	Whether biological indicators used in monitoring of sterilization.			
10.18	Whether the biological indicators stored and used as per manufacturers instructions. Whether quality of BI's checked by positive controls.			
10.19	Whether a clear means of differentiating 'sterilized' from 'unsterilized' products in place. Specify.			
10.20	Whether the label on the basket / tray or other carrier of product / component clearly states: • Name of the material • Its batch number • Its sterilization status Indicator (in case it has passed through sterilization process)			
10.21	Whether sterilization records including thermographs and sterilization monitoring slips attached with the Batch Production Record			
10.22	**Sterilization (By Dry Heat)**			
10.23	Whether the sterilization cycle recording device of suitable size and precision provided in DHS.			
10.24	Whether the position of temperature probes used for controlling and / or			

	recording determined during validation and (where applicable) been checked against a second independent temperature probe located in the same position			
10.25	Whether the chart forms a part of the batch record.			
10.26	Whether sterilization cycle validated only by biological indicator and chemical indicators or physical validation is also carried out.			
10.27	Whether the time allowed reaching the required temperature before commencing the measurement of sterilizing time, separately determined for each type of load.			
10.28	Are adequate precautions taken to protect the load during cooling after it has gone through the high temperature phase of a heat sterilization cycle			
10.29	*In case the cooling is affected with any fluid or gas in contact with the product , is it sterilized.*			
10.30	Whether the equipment air inlet and outlets been provided with bacteria retaining filters			
10.31	In the process of sterilization by dry heat, does the equipment has: • Air circulation facility within the chambers • Positive pressure to prevent entry of non-sterile air			
10.32	Whether the process of dry heat sterilization is also intended to remove the pyrogens If so, has the validation been done with challenge tests using endo-toxins			
10.33	**Sterilization (By Moist Heat)**			
10.34	Whether recording of both temperature and pressure carried out to monitor the process			
10.35	Whether the control instrumentation independent of the monitoring instrumentation and recording charts.			
10.36	Whether the equipment has automated control and monitoring system, if so, have these been validated to ensure that critical process requirements are met.			

10.37	Whether the system and cycle faults are recorded inbuilt and also observed by the operator and record maintained.			
10.38	*Whether the readings of the thermograph during sterilization cycling are routinely checked by the operator against the reading shown by the dial thermometer fitted with autoclave.*			
10.39	*Whether the sterilizer fitted with a drain at the bottom of the chamber* *If so, does the record of temperature at this position is recorded through out the sterilizing period*			
10.40	Are frequent leak tests conducted on the chamber of the autoclave on each day of operation.			
10.41	Whether all items to be sterilized (other than sealed containers) are wrapped for sterilization.			
10.42	Whether the wrapping material allows removal of air and penetration of steam ensuring contact with the sterilizing agent at the required temperature for required time			
10.43	Whether the wrapping prevent contamination after sterilization			
10.44	Whether the steam used for sterilization is of suitable quality and doesn't contain additives at a level which could cause contamination of the product or equipment			
10.45	Whether the minimum time for all unit operations and processes are specified in the manufacture of a batch			
10.46	Whether the shortest validated time being adhered from the start of a batch to its ultimate release for distribution			
10.47	Whether the containers closing methods been validated			
10.48	Whether the containers closed by fusion e.g. glass or plastic ampoules, subjected to 100% leak testing			
10.49	Whether the samples of other containers checked for integrity as per appropriate procedures			
10.50	Whether the containers sealed under vacuum checked for required vacuum conditions			
10.51	Whether the filled containers of parenterals inspected individually for extraneous contamination /other			

	defects			
10.52	Whether the inspection process done visually, if so, are the illumination and background conditions controlled.			
10.53	Whether the workers engaged in inspection activity pass the regular eye-sight test (with spectacles if worn)			
10.54	Whether the visual inspectors allowed frequent rest from inspection			
10.55	If other method of inspection of containers is used,			
	• What is the method-			
	• Has it been validated			
	• Are the equipment used for the purpose checked at suitable intervals			
	• Are the results/ recorded maintained			
11.	**Product Containers & Closures**			
11.1	Whether the containers and closures used comply to pharmacopoeia or other specific requirements			
11.2	To assure suitability of the containers/ closures and other component parts of drug packages, whether they have: Suitable sample sizes, Specifications, Test methods, Cleaning procedures, Sterilizing procedures			
11.3	Whether the container is compatible with the product and affecting its quality and purity.			
11.4	Whether second hand containers and closures used			
11.5	Whether the plastic granules used checked for fulfillment of Pharmacopoeia requirements including physico- chemical and biological tests			
11.6	Whether containers and the closures rinsed with WFI before sterilization			
11.6.1	Whether a written procedure exist for washing process. Do they follow the written schedule for cleaning of the glass bottles			
11.6.2	Whether the design of closures and containers suitable to make cleaning			

	easy, and to make an air tight seal when fitted to the bottles			
11.6.3	Whether the material quality of the stoppers and closures ensures that it does not affect the quality of the product and avoids the risk of toxicity			
11.6.4	In case the bottles are not dried after washing are these rinsed with distilled water or pyrogen free water as the case may be as per written procedure			
12.	**Documentation**			
12.1	Do the manufacturing records pertaining to manufacture of sterile products indicate the following details:			
(1)	Serial number of Batch Manufacturing Record			
(2)	Name of the product			
(3)	Reference to Master Formula Record			
(4)	Batch/ Lot number			
(5)	Batch/ Lot size			
(6)	Date of commencement and completion of manufacture			
(7)	Date of manufacture and assigned date of expiry			
(8)	Date of each step in manufacturing			
(9)	Names of all ingredients with grade given by the quality control department			
(!0)	Quantity of all ingredients			
(11)	Control reference numbers for all ingredients			
(12)	Time and duration of blending, mixing etc. where ever applicable			
(!3)	PH of solutions whenever applicable			
(14)	Filter integrity testing records			
(15)	Temperature and humidity records whenever applicable			
(!6)	Records of plate-counts whenever applicable			
(17)	Results of pyrogen and/ or bacterial endotoxin and toxicity			
(18)	Records of weight or volume of drug filled in containers			
(19)	Bulk sterility in case of aseptically filled products			

(20)	Leak test records			
(21)	Inspection records			
(22)	Sterilization records including leakage test records, load details, date, duration, temperature, pressure etc.			
(23)	Container washing records			
(24)	Total number of containers filled			
(25)	Total number of containers rejected at each stage			
(26)	Theoretical yield, permissible yield, actual yield and variation there of			
(27)	Clarification for variation in yield beyond permissible yield			
(28)	Reference number of relevant analytical reports			
(29)	Details of re-processing, if any			
(30)	Names of all operators carrying out different activities			
(31)	Environmental monitoring records			
(32)	Specimens of different packaging material			
(33)	Records of destruction of rejected containers and packaging material			
(34)	Signature of the competent technical staff responsible for manufacture and testing			
13.	**Notes**			
13.1	Whether products released only after complete filling and testing.			
13.2	*Whether result of the tests relating to sterility, pyrogens and bacterial endotoxins are maintained in the analytical records*			
13.3	Whether Validation details and simulation trial records maintained separately			
13.4	*Whether records of environmental monitoring like temperature, humidity, microbiological data etc., are maintained.*			
13.5	*Whether records of periodic servicing of HEPA filters, sterilizers and other periodic maintenance of facilities and equipment carried out, are maintained.*			

Checklist

	Part-IB **Specific Requirements for manufacture of Oral Solid Dosage Forms (Tablets and Capsules)**	**Self appraisal to be filled by the manufacturer along with all details (yes or no type reply will not be acceptable)**	**Observations to be noted by the inspecting team at the time of inspection**	**Rating to be made by the inspecting team as per Benchmarks**
1.1	Please specify HVAC and air extraction systems provided to avoid contamination from extraneous particles / dust and other products. Whether HVAC and air extraction system is capable of preventing discharging contaminants into the environment? In case of re-circulation of air what is the micron size of final filter.			
1.1.1	Are there manometers to monitor pressure differential at all strategic points.			
1.1.2	Is there schematic drawing of AHU's available.			
1.1.3	Whether dedicated AHU's for different operations are in place.			
1.2	Please specify how specific product requirements like temperature, humidity and light are controlled.			
1.3	Pls specify the materials of construction of equipments.			
1.3.1	Whether metal detector is used to detect metallic contamination.			
1.4	Whether dedicated areas for sifting provided.			
1.5	Pls give brief account on pressure cascade (differential pressure) being maintained in the various areas of production.			
1.5.1	Whether pressure balancing is automatic or manual.			
1.5.2	Whether records of these pressure differential reviewed at regular interval. If yes pls specify intervals of monitoring and its review.			
1.6	Is Air blowing or vacuum system is used for clearing of powders from the machine parts etc.			
1.6.1	In case of vacuum cleaning how it is used to avoid contamination and cross contamination.			
2	***SIFTING, MIXING AND GRANULATION: -***			

2.1	Whether mixing, sifting and blending operations are carried out in dedicated areas & how generation of dust is controlled.			
2.1.1	Whether these operations are closed.			
2.1.2	Whether integrity of screens checked before and after operation.			
2.1.3	Whether mixing and blending equipment have timers for control.			
2.2	Whether personnel in production carry out the verification of the weight of the raw materials used in the manufacturing of each lot.			
2.2.1	Whether critical operating parameter likes time and temperature for each mixing and drying operation are recorded in BPR and tally with the master formula.			
2.2.2	Whether static or fluid bed dryers are used for drying.			
2.2.3	Whether FBD and static dryers have arrangements for temperature monitoring and recording.			
2.4	Specify the system of using filter bags used in FBD.			
2.4.1	How filter bags are identified for various products and stored.			
2.4.1	Whether air entering into the dryers is filtered. If yes then specify type of filters installed.			
2.4.2	Whether air going out of FBD is also filtered. If yes then specify type of filters installed.			
2.5	Whether granulation and coating solutions are made, stored and used in a manner which minimizes the risk of contamination or microbial growth.			
2.5.1	Whether the washing facility in the granulation suites takes proper measures to prevent contamination and cross contamination.			
3	***COMPRESSION (TABLETS)***			
3.1	Whether each compression machine is installed in separate cubicle.			
	What type of dust control facilities are provided with the Tablet compressing machine in its cubicle.			
3.2	How granules and compressed tables stored and controlled to prevent mix ups.			
3.2.1	How these containers are cleaned and maintained in a proper condition.			

3.3	How tablets are being inspected and checked for suitable pharmacopoeial parameters like appearance, weight variation, disintegration, hardness, friability, thickness and records maintained thereof.			
3.4	Whether instruments used in IPQC lab are calibrated and accurate to measure out of specification units.			
3.5	How tablets are being de-dusted and monitored for the presence of foreign materials.			
3.7	Whether rejected or discarded tablets are isolated in identified container and their quantity recorded in the BMR.			
3.8	Which type of lubricating oil is used in compression machine.			
4	***COATING (TABLETS):-***			
4.1	Which type of tablet coaters are provided for coating.			
	Whether air supplied to coating pan is filtered. If yes pls specify type of filter and justification for its suitability.			
	Whether coating area is provided with suitable exhaust system and environmental control (temperature, Humidity) measures.			
4.2	Whether coating solutions are being made afresh and used.			
5.	Filling of Hard Gelatin Capsule: -			
5.1	How empty gelatin capsules are stored and controlled in the filling area.			
5.1.1	Whether capsule filling is carried out manually or by machine.			
5.1.2	Whether additional provisions in the AHU's has been made to control humidity. If yes, pleases specify the same.			
6.	Printing (tablets and capsules): -			
6.1	Whether the tablets / capsules are overprinted. If yes which type of ink is used. Please specify quality of ink.			
6.1.1	How printing operation is controlled to avoid mix up of products during printing.			
6.1.2	Whether after printing, the products are approved by quality control before release			

	for packaging or sale.			
7	***PACKAGING (STRIP & BLISTER)***			
7.1	Whether a system of line clearance is in place and recorded before a new packaging operation is commenced.			
7.2	How contamination and cross contamination are prevented during packaging operation of tablets / capsules.			
7.3	How the strips/Blister coming out of the machines is inspected for defects such as miss-print, cuts on the foil, missing tablets and improper sealing.			
7.4	Whether IPQC tests are performed on strips or blisters? Whether records of these tests maintained.			

Checklist

	PART-IC **Specific Requirements for manufacture of Oral Liquid**	Self appraisal to be filled by the manufacturer along with all details (yes or no type reply will not be acceptable)	Observations to be noted by the inspecting team at the time of inspection	Rating to be made by the inspecting team as per Benchmarks
1.1 **1.1.1**	***BUILDING AND EQUIPMENTS:*** How the facility for liquid oral designed and constructed to prevent cross contamination and mix-ups.			
	Whether the manufacturing area have entrance through double air lock facility.			
1.1.2	Whether in the manufacturing area walls, floors and ceiling are impervious, non-shedding, non-cracking, coved at all junctions.			
	Whether the doors and windows and light fixtures are flushed, made up of non fiber shedding material.			
1.2	Whether fly catcher and/or air carton has been provided at strategic suitable points.			
1.3	Whether the drains are provided with traps to prevent back flow.			
	How drains are maintained.			
1.4	Whether the production area is cleaned and sanitized at the end of every production process. If yes, whether records maintained. (How the area is sanitized. How sanitization procedures controlled).			
1.5, 1.6 & 1.8	What is the material of construction of tanks, containers, Pipe work and pumps?			
	Whether the tanks have clean in place facility. If not how tanks are cleaned to prevent accumulation of residual microbial growth and cross-contamination.			
	How tanks, pipe works and other containers sanitized**.**			
	Whether the pipelines and services have any dust lodging surface.			
	Whether microbial monitoring of the area is carried out.			

	Whether use of glass containers is restricted.			
	Whether furniture's are of stainless steel and are capable of cleaned effectively.			
1.7	Whether cleaning of bottles, caps, droppers etc are carried out by suitable machine/devices equipped with high pressure air, water and steam jets.			
2	***PURIFIED WATER: -***			
2.1	Whether the Microbial quality of purified water is monitored routinely. (What is the in house limit of CFU / ml of purified water).			
	Whether water is tested for freedom from Pathogen on daily basis. If not what is the schedule.			
2.2	Whether the unit has written procedure for operation and maintenance of purified water system. (Specify the method).			
3	***MANUFACTURING: -***			
3.1 **3.2**	What types of clothing's are worn by personnel in manufacturing area?			
	Whether materials like gunny bags, or wooden pallets are allowed in manufacturing areas.			
3.3	Whether suspensions and emulsions are manufactured. If yes how homogeneity of the same is ensured throughout the process.			
3.4	Whether separate syrup preparation area has been provided,`			
	Specify the room temperature requirement in the manufacturing area.			
3.5	Whether the maximum period of storage of product in a bulk stage is validated and mentioned in MFR.			

Checklist

	PART-ID (Specific Requirements for manufacture of topical products (Ointment, Creams, Lotion & Dusting Powders)	Self appraisal to be filled by the manufacturer along with all details (yes or no type reply will not be acceptable)	Observations to be noted by the inspecting team at the time of inspection	Rating to be made by the inspecting team as per Benchmarks
1	**Whether the entrance to manufacturing area is through an air lock.** **Whether air lock is supplied with filtered air.**			
	Whether insectocutor has been installed out side air lock.			
2 & 3	**Whether HVAC system installed in manufacturing areas. If not how air quality is maintained.** **Which filter is used for air filtration to the mfg. Area.**			
	How temperature in the mfg. Area controlled.			
	How fumes, vapors if generated during the process are controlled.			
4 & 5	**What is the material of construction of tanks, containers, Pipe work and pumps?**			
	Whether the tanks have clean in place facility. If not how tanks are cleaned. **What type of transfer pumps is used. And precaution taken to protect the product from the contamination.**			
	How tanks, pipe works and other containers sanitized.			
6.	**Whether water used in the compounding is purified water IP.**			
7	**Whether the powders whenever used are suitably sieved.**			
	How contamination with metals prevented.			
8.	**How heating of base like petroleum jelly is done in the vessels.** **Whether melting facility is separate / dedicated to the process.**			
9	**Whether a separate packing section is provided for primary packaging of products.**			
	Whether product is filled in tubes or jars. **How jars are cleaned before filling.**			

Checklist

	Validation	Self appraisal to be filled by the manufacturer along with all details (yes or no type reply will not be acceptable)	Observations to be noted by the inspecting team at the time of inspection	Rating to be made by the inspecting team as per Benchmarks
1	Is there a master plan **(Master validation plan)** covering:			
1.1	Resources and those responsible for its implementation.			
1.2	Identification of the systems and processes to be validated			
1.3	Documentation and standard operating procedures (SOPs), Work Instructions and Standards (applicable national and international standards)			
1.4	Validation list: facilities, processes (e.g. aseptic filling), products			
1.5	Key approval criteria			
1.6	Protocol format			
1.7	Each validation activity, including re-validation and reasonable unforeseen events (power failures, system crash and recovery, filter integrity failure. Please attach validation calendar.			
2.	Pls specify whether the critical processes validated Prospectively, retrospectively or concurrently.			
3.	Whether validation of following performed and documented: Analytical methods, Production and assay equipment, Sterile production processes, Non-sterile production processes, Cleaning procedures, Critical support systems (purified water, water for injections, air,vapor, etc.), Facilities			
4.	Please list reasons considered important for validation or re-validation.			
5.	In case electronic data processing systems are used, are these validated? Please specify whether periodical challenge tests performed on the system to verify reliability.			
6.	Are the validation studies performed according to pre-defined protocols? Is a written report summarized, results and conclusions prepared and maintained? Is the validity of the critical processes and procedures established based on a validation study?			

7.	Are criteria established to assess the changes originating a revalidation? Are trend analyses performed to assess the need to re-validate in order to assure the processes and procedures continue to obtain the desired results?			
8	**WATER SYSTEM PURIFIED WATER** **WATER FOR INJECTIONS**			
8.1	Please specify whether waster system qualification (IQ, OQ and PQ) has been carried out as per protocol and repots have been prepared and maintained.			
8.2	Whether IQ protocol include at least facility review, equipment specification vs. design, welding roughness testing on pipelines, absence of dead points / section in the pipelines, pipe and tank passivation, drawings, SOP for operations, cleaning, sanitation, maintenance and calibration of gadgets. Whether its report includes Conclusion / Summary, description of the performed assay, Data tables, Results, Conclusions, Protocol reference, Revision and approval signatures.			
8.3	Whether OQ protocol include at least System production capacity (L/min), Flow type and water rate, Valve operation, Alarm system operation and Controls operation?			
8.4	Whether its report includes Conclusion / Summary, description of the performed assay, Data tables, Results, Conclusions, Protocol reference, Revision and approval signatures.			
8.5	Please specify the water whether Phase 1, Phase 2 and Phase 3 studies carried out in at PQ stages?			
8.5.1	Phase 1 : Whether the operations parameters, cleaning and sanitation procedures & frequencies defined. Whether daily sampling records for every pretreatment point and usage point for a period of 2 to 4 weeks maintained and SOP's prepared.			
8.5.2	**PHASE 2** : Whether daily sampling records for every pretreatment point and usage point for a period of 4 to 5 weeks after Phase 1 maintained and reviewed.			
8.5.3	**PHASE 3 :** Whether weekly sampling records available of every usage point for a one-year period. In the case of water for injections systems, are the daily sampling records of at least one usage point available, with all the usage points sampled weekly? Whether results of these records summarized to show suitability. Are there personnel training records?			
9.	**EQUIPMENT**			

9.1	Are the equipment installation Qualification (IQ) protocols contains followings: Introduction, Installation description, Responsibilities, Performed tests/assays, Qualification acceptance criteria and Data recording and reporting?			
	Whether report contains Summary, Description of performed tests/assays, Obtained data tables, Results, Conclusions, Installation diagrams, Revision and approval signatures.			
9.2	Whether the equipment operation qualification (OQ) protocols contains following: Introduction, Equipment description, Description of the equipment operation steps (SOP's), Responsibilities, Qualification acceptance criteria, Data recording and reporting. Whether report contains Summary, Description of performed tests/assays, Obtained data tables, Results, Conclusions, Revision and approval signatures.			
9.3	Whether equipment performance qualification (PQ) protocols contains followings: Introduction, esponsibilities, Performed assays, Qualification acceptance criteria, Data recording and reporting.			
	Whether report contains Summary, Description of performed tests/assays, Obtained data tables, Results, Conclusions, Revision and approval signatures.g			
10.	**Analytical Method Validation**			
10.1	Please specify whether following Characteristics are considered during validation of analytical methods: — specificity — linearity — range — accuracy — precision — detection limit — quantitation limit — Robustness.			
10.2	Whether Paharmocopial methods are also validated. If yes, how.			
10.3	Whether system suitable testing is included in testing protocols e.g. HPLC, GC etc.			
11	**CLEANING**			
11.1	Is a validation performed to confirm cleaning effectiveness?			

	Does the protocol define the selection criteria for products or groups of products subject to cleaning validation?			
	Is data produced supporting the conclusion that residues were removed to an acceptable level?			
11.2	Please specify whether the validation is implemented to verify cleaning of: Surfaces in contact with the product, After a change in product, Between shift batches.			
	Please specify whether the Validation Strategy include contamination risks, equipment storage time, the need to store equipment dry and sterilize and free of pyrogens if necessary?			
11.3	Whether the cleaning Validation Protocol include: a. Interval between the end of production and the beginning of the cleaning SOP's. b. Cleaning SOP's to be used. c. Any monitoring equipment to be used. d. Number of consecutive cleaning cycles performed? e. Clearly defined sampling points.			
11.4	Whether Quality Control responsible of the sampling for cleaning verification?			
11.5	Whether personnel engaged in cleaning, sampling etc. trained.			
11.6	Please specify whether acceptance limits been set for cleaning verification and are based on following criteria: a. Visually clean. b. 10 ppm in another product c. 0.1% of the therapeutic dose?			
11.7	Please specify whether detergent residues investigated and degradation products verified during validation.			
11.7.1	Whether validation records include Recovery study data, Analytical methods including Detection Limits and Quantification Limits, Acceptance Criteria, Signatures of the Quality Assurance Manager, employee in charge of cleaning and the verification from Production and Quality Control.			
12	**HVAC**			

12.1	Please specify whether following parameters have been qualified: — temperature — relative humidity — supply air quantities for all diffusers — return air or exhaust air quantities — room air change rates — room pressures (pressure differentials) — room airflow patterns — unidirectional flow velocities — containment system velocities —filter penetration tests (HEPA) — room particle counts — room clean-up rates — microbiological air and surface counts where appropriate — operation of de-dusting — warning/alarm systems where applicable.			
12.2	Whether strategic tests like Particle count, air pressure differential, air flow volume, air flow velocity etc. included in HVAC qualification.			
13	**Media fill test**			
13.1	Whether medial fill tests carried out twice in a year during normal working conditions.			
	Pls give date of last such test.			
13.2	How many units are filled and tested.			
	What is the criterion for qualification of this test?			
13.3	In case of failure of media fill test, what precautions or actions are taken.			
	Specific Product Information	Self appraisal to be filled by the manufacturer along with all details (yes or no type reply will not be acceptable)	Observations to be noted by the inspecting team at the time of inspection	Rating to be made by the inspecting team as per Benchmarks
1.	Name of product (i) Generic Name (ii) Brand Name (iii) Dosage Form (iv) Strength			
2.	Whether validated master formula is available?			
3.	Whether specific SOP for product processing is available?			
4.	Comments on the above SOP			
5.	No. of Batches Produced			

6.	Stability studies (i) Accelerated (ii) Real Time (iii) Whether the expiry date assigned on the basis of stability study?			
7.	Whether trend analysis was carried out and interpretation thereof?			
8.	Whether Annual product review (APR) is carried out?			
9.	Is there any complaint received for the product and If any, whether the investigation report along with ATR is maintained?			

Technical Guidance Note to the Industry

1. **Quality Assurance**

1.1 Manufacturers should have a comprehensive Quality Assurance system. This should cover deviation reporting and investigation, and change control.

2. **Good Manufacturing Practices (GMP)**

2.1 The manufacturer should ensure that all manufacturing processes are clearly defined, systematically reviewed in the light of experience, and shown to be capable of consistently manufacturing pharmaceutical products of the required quality that comply with their specifications.

2.2.Manufacturers should ensure that qualification and validation are performed; all necessary resources are provided, including appropriately qualified and trained personnel; adequate premises and space; suitable equipment and services; appropriate materials, containers and labels; approved procedures and instructions; suitable storage and transport; adequate personnel, laboratories and equipment for in process controls; instructions and procedures are written in clear and unambiguous language, specifically applicable to the facilities provided; operators are trained to carry out procedures correctly; records are made (manually and/or by recording instruments) during manufacture to show that all the steps required by the defined procedures and instructions have in fact been taken and that the quantity and quality of the product are as expected; any significant deviations are fully recorded and investigated; records covering manufacture and distribution, which enable the complete history of a batch to be traced, are retained in a comprehensible and accessible form; the proper storage and distribution of the products minimizes any risk to their quality; a system is available to recall any batch of product from sale or supply; complaints about marketed products are examined, the causes of quality defects investigated, and appropriate measures taken in respect of the defective products to prevent recurrence.

3. **Sanitation**

3.1 Personnel should be instructed to wash their hands before entering production areas.

1.2. Appropriate hair covering should be worn. Used clothes, if reusable, should be stored in separate closed containers until properly laundered and, if necessary, disinfected or sterilized.

4. **Qualification and validation**

4.1.The key elements of a qualification and validation programme of a company should be clearly defined and documented in a validation master plan.

4.2. Qualification and validation should establish and provide documentary evidence that:

(a) The premises, supporting utilities, equipment and processes have been designed in accordance with the requirements for GMP (design qualification or DQ).
(b) The premises, supporting utilities and equipment have been built and installed in compliance with their design specifications (installation qualification or IQ);

(c) The premises, supporting utilities and equipment operate in accordance with their design specifications (operational qualification or OQ)
(d) A specific process will consistently produce a product meeting its predetermined specifications and quality attributes (process validation or PV, also called performance qualification or PQ)

4.3. Any aspect of operation, including significant changes to the premises, facilities, equipment or processes, which may affect the quality of the product, directly or indirectly, should be qualified and validated.

4.4. Qualification and validation should not be considered as one-off exercise. An on-going programme should follow their first implementation and should be based on an annual review.

4.5. The commitment to maintain continued validation status should be stated in the relevant company documentation, such as the quality manual or validation master plan.

4.6. Validation studies are an essential part of GMP and should be conducted in accordance with predefined and approved protocols.

4.7. A written report summarizing the results recorded and the conclusions reached should be prepared and stored.

4.8. Processes and procedures should be established on the basis of the results of the validation performed.

4.9. It is of critical importance that particular attention is paid to the validation of analytical test methods and automated systems.

2. Complaints

3.

5.1 Special attention should be given to establishing whether a complaint was caused because of counterfeiting.

5.2. If a product defect is discovered or suspected in a batch, consideration should be given to whether other batches should be checked in order to determine whether they are also affected. In particular, other batches that may contain reprocessed product from the defective batch should be investigated.

5.3. Complaints records should be regularly reviewed for any indication of specific or recurring problems that require attention and might justify the recall of marketed products.

6. **Product recalls**

6.1. The authorized person should be responsible for the execution and coordination of recalls.

He/she should have sufficient staff to handle all aspects of the recalls with the appropriate degree of urgency.

6.2. All licensing authorities of all states to which a given product has been distributed should be promptly informed of any intention to recall the product because it is, or is suspected of being, defective.

7. **Self-inspection and quality audits**

7.1The frequency at which self-inspections are conducted may depend on company requirements but should be at least once a year. The frequency should be stated in the procedure.

7.2. A report should be made at the completion of a self-inspection. The report should include;
(a) Self-inspection observations;
(b) Evaluation and conclusions;
(c) Recommended corrective actions.

7.3.There should be an effective follow-up programme. The company management should evaluate both the self-inspection report and the corrective actions as necessary.
7.4. There should be a system for qualification of vendor.

8. **Personnel and training**

8.1. Personnel working in areas where contamination is a hazard, e.g. clean areas or areas where highly active, toxic, infectious or sensitizing materials are handled, should be given specific training.

8.2. The duties of responsible staff may be delegated to designated deputies of a satisfactory qualification level. There should be no gaps or unexplained overlaps in the responsibilities of personnel concerned with the application of GMP. The manufacturer should have an organization chart.

8.3. Key personnel include the head of production, the head of quality control and the authorized person. Normally, key posts should be occupied by full-time personnel. The heads of production and quality control should be independent of each other. In large organizations, it may be necessary to delegate some of the functions; however, the responsibility cannot be delegated.

Competent key personnel responsible for supervising the manufacture quality control and Quality Assurance of pharmaceutical products should possess the qualifications of a scientific education and practical experience required by national legislation. Their education should include the study of an appropriate combination of:
(a) Chemistry (analytical or organic) or biochemistry;
(b) Chemical engineering;
(c) Microbiology;
(d) Pharmaceutical sciences and technology;
(e) Pharmacology and toxicology;
(f) Physiology;
(g) Other related sciences.

8.5. They should also have adequate practical experience in the manufacture and quality assurance of pharmaceutical products. In order to gain such experience, a preparatory period may be required, during which they should exercise their duties under professional guidance. The scientific education and practical experience of experts should be such as to enable them to exercise independent professional judgement, based on the application of scientific principles and understanding to the practical problems encountered in the manufacture and quality control or pharmaceutical products.

8.6. The heads of the production and quality control generally have some shared, or jointly exercised, responsibilities relating to quality. These may include, depending on national regulations:

(a) authorization of written procedures and other documents, including amendments;
(b) monitoring and control of the manufacturing environment;
(c) plant hygienic;
(d) process validation and calibration of analytical apparatus;
(e) training, including the application and principles of quality assurance;
(f) approval and monitoring of suppliers of materials;
(g) approval and monitoring of contract manufacturers;
(h) designation and monitoring of storage conditions for materials and products;
(i) performance and evaluation of in-process controls;
(j) retention of records;
(k) monitoring of compliance with GMP requirements;
(l) inspection, investigation and taking of samples in order to monitor factors that may affect product quality.

8.7. The head of the production generally has the following responsibilities:

(a) to ensure that products are produced and stored according to the appropriate documentation in order to obtain the required quality;
(b) to approve the instructions relating to production operations, including the in-process controls, and to ensure their strict implementation;
(c) to ensure that the production records are evaluated and signed by a designated person;
(d) to check the maintenance of the department, premises, and equipment;
(e) to ensure that the appropriate process validations and calibrations of control equipment are performed and recorded and the reports made available;
(f) to ensure that the required initial and continuing training of production personnel is carried out and adapted according to need.

8.8. The head of the quality control generally has the following responsibilities;

(a) to approve or reject starting materials, packaging materials and intermediate, bulk and finished products in relation with their specification;
(b) to evaluate batch records;
(c) to ensure that all necessary testing is carried out;
(d) to approve sampling instructions, specifications, test methods and other quality control procedures;
(e) to approve and monitor analyses carried out under contract;
(f) to check the maintenance of the department, premises and equipment;
(g) to ensure that the appropriate validations, including those of analytical procedures, and calibrations of control equipment are carried out;
(h) to ensure that the required initial and continuing training of quality control personnel is carried out and adapted according to need.

8.9. The authorized person **from Quality Assurance** is responsible for compliance with technical or regulatory requirements related to the quality of finished products and the approval of the release of the finished product for sale.

8.10. The authorized person will also be involved in other activities, including the following;

(a) implementation (and, when needed, establishment) of the quality system;
(b) participation in the development of the company's quality manual;
(c) supervision of the regular internal audits or self –inspections;
(d) oversight of the quality control department;
(e) participation in external audit (vendor audit)
(f) participation in validation programmes.

8.11. The function of the approval of the release of a finished batch or a product can be delegated to a designated person with appropriate qualifications and experience who will release the product in accordance with an approved procedure

8.12. The person responsible for approving a batch for release should always ensure that the following requirements have been met:

(a) the marketing authorization and the manufacturing authorization requirements for the product have been met for the batch concerned;
(b) the manufacturing and testing processes have been validated, if different;
(c) all the necessary checks and tests have been performed and account taken of the production conditions and manufacturing records;
(d) any planned changes or deviations in manufacturing or quality control have been notified in accordance with a well defined reporting system before any product is released.
(e) any additional sampling, inspection, tests and checks have been carried out or initiated, as appropriate, to cover planned changes and deviations;
(f) all necessary production and quality control documentation has been completed and endorsed by supervisors trained in appropriate disciplines;
(g) appropriate in process checks and spot-checks are carried out by experienced and trained staff;
(h) approval has been given by the head of quality control.

8.13. Continuing training should also be given, and its practical effectiveness periodically assessed.

8.14. Training programmes should be available. Training records should be kept.

8.15. The concept of quality assurance and all the measures which aid its understanding and implementation should be fully discussed during the training sessions.

8.16. Visitors or untrained personnel should preferably not be taken into the production and quality control areas. If this is unavoidable, they should be given relevant information in advance (particularly about personal hygiene) and the prescribed protective clothing. They should be closely supervised.

8.17. Consultant and contract staff should be qualified for the services they provide. Evidence of

this should be included in the records.

9. **Premises**

9.1. Electrical supply should be appropriate and such that they do not adversely affect, directly or indirectly, either the pharmaceutical products during their manufacture and storage, or the accurate functioning of equipment.

9.2. Receiving areas should be designed and equipped to allow containers of incoming materials to be cleaned if necessary before storage.

10. **Equipment**

10.1. Washing, cleaning and drying equipment should be chosen and used so as not to be a source of contamination.

11. **Materials**

11.1. Materials dispensed for each batch of the final product should be kept together and conspicuously labeled as such.

11.2. All products and packaging materials to be used should be checked on delivery to the packaging department for quantity, identity and conformity with the packaging instructions.

11.3. The purchase of starting materials is an important operation that should involve staff who has a adequate knowledge of the products and suppliers.

Finished Products

11.4. Finished products should be held in quarantine until their final release, after which they should be stored as usable stock under conditions established by the manufacturer.

12. Returned Products

12.1. Products returned from the market should be destroyed unless it is certain that their quality is satisfactory; in such cases they may be considered for resale or relabelling, or alternative action taken only after they have been critically assessed by the quality control function in accordance with a written procedure. The nature of the product, any special storage conditions it requires, its condition and history, and the time elapsed since it was issued should all be taken into account in this assessment. Where any doubt arises over the quality of the product, it should not be considered suitable for reissue or reuse. Any action taken should be appropriately recorded.

Reagents and culture media

12.2. There should be records for the receipt and preparation of reagents and culture media.

12.3. Reagents made up in the laboratory should be prepared according to written procedures and appropriately labeled. The label should indicate the concentration, standardization factor, shelf-life, the date when re-standardization is due, and the storage conditions. The label should be signed and dated by the person preparing the reagent.

12.4. Both positive and negative controls should be applied to verify the suitability of culture media each time they are prepared and used. The size of the inoculum used in positive controls should be appropriate to the sensitivity required.

12.5. Reference standards prepared by the producer should be tested, released and stored in the same way as official standards. They should be kept under the responsibility of a designated person in a secure area.

12.6. Secondary or working standards may be established by the application of appropriate tests and checks at regular intervals to ensure standardization.

13. **Documentation**

13.1. The reproduction of working documents from master documents must not allow any error to be introduced through the reproduction process.

14. **Good practices in quality control**

14.1. Out-of-specification results obtained during testing of materials or products should be investigated.

14.2. Records demonstrating that all the required sampling, inspecting and testing procedures have actually been carried out and that any deviations have been fully recorded and investigated.

14.3. All tests should follow the instructions and results should be checked by the supervisor before the material or product is released.

14.4. Sampling equipment should be cleaned and if necessary, sterilized, before and after each use and stored separately.

14.5. Replace with 929 requirements.

14.6. Quality control should evaluate the quality and stability of finished pharmaceutical products and, when necessary, of starting materials and intermediate products.

14.7. A written programme for ongoing stability determination should be developed and implemented.

14.8. Stability should be determined prior to marketing and following any significant changes in processes, equipment, packaging materials.

15. 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)	*Bank Guarantee as per format in Bidding document*		
	(ii)	*Draft or Banker's cheque issued by Nationalised bank*		
	(c)	Validity Date of Bid Security (**Valid upto28-days beyond the bids validity) as specified in ITB Data Sheet clause19.2**)		
	(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 8 of Section VIII.		
6		**Documents establishing post qualification (ITB 7.1(a))**		
(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 1(one) years, Indicate Serial No. in performance statement		
(d)		**Proof of experience in manufacturing & marketing of similar goods** for at least 3 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)		**WHO GMP** valid on the date of opening of bid		
(g)		**COPP Certificates** of the specific item, valid on the date of opening of Bid.		
(h)		Indicate Sr. No. in **performance statement** which establishes the post qualification criteria of completing one similar contract in last five years		
(i)		Certificate of having **achieved Annual production** rate of equivalent product for last three years by CA		
(j)		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		

Sl. No.		Activity	Yes/No/NA	Page No. in the Bid
		debarment/blacklisting by state or central Govt. Health organisation		
11		**Statement of installed manufacturing capacity c**ertified by appropriate authority		
12		**No deviation statement on technical specification**		
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 7.1(a) {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.}		
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		Proforma for other details of Bidder, Manufacturer and its Bank		