MINISTRY OF HEALTH & FAMILY WELFARE

Department of AIDS Control

National AIDS Control Organization

Government of India

National HIV/AIDS Control Programme

INTERNATIONAL COMPETITIVE BIDDING

BID DOCUMENT

For

PROCUREMENT OF ARV Drugs (Anti Retro-Viral Drugs) (Paediatric)

IFB NO.:- RITES/MSM/NACP/11/2014

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

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

Through

RITES Ltd.,
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INTERNATIONAL COMPETITIVE BIDDING

FOR

PROCUREMENT OF ARV Drugs (Anti Retro-Viral Drugs) (Paediatric)

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

BID REFERENCE: - RITES/MSM/NACP/11/2014

DATE OF COMMENCEMENT OF SALE OF BID DOCUMENT: 09-07-2014

DATE AND TIME OF PRE-BID CONFERENCE: 17-07-2014 1400 Hrs. (IST)

LAST DATE AND TIME FOR RECEIPT OF BID: 13-08-2014 up to 1400 Hrs. (IST)

TIME AND DATE OF OPENING OF BIDS: 13-08-2014 at 1415 Hrs. (IST)

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

ADDRESS FOR COMMUNICATION: **RITES Ltd.,**
MSM Division, RITES Office Complex,
Annex Building, 4th Floor, Plot No.144,
Sector 44, Gurgaon-122003 (Haryana), India
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CONTENTS

INVITATION FOR BIDS

Invitation for Bids (IFB)

Country **: India**

Name of Project **: National HIV/AIDS Control Programme**

Name of Goods : **ARV Drugs (Anti Retro-Viral Drugs) (Paediatric)**

IFB No **: RITES/MSM/NACP/11/2014**

1. National Aids Control Organization, Ministry of Health & Family Welfare, Govt. of India intends to utilise part of its domestic budget for eligible payments under the contracts for Procurement of ARV Drugs (Anti Retro-Viral Drugs) (Paediatric) against Schedule I to IX for which this invitation for bid is issued under **National HIV/AIDS Control Programme**.

2. RITES Ltd. (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India now invites sealed bids from eligible bidders for the Procurement of ARV Drugs (Anti Retro-Viral Drugs) (Paediatric) for the quantity as per Schedule of Requirement to the consignees located at various states all over India**.**

3. Bidding will be conducted through the INTERNATIONAL COMPETITIVE BIDDING procedures as per the requirements, under GFR 2005 of Ministry of Finance, GOI, as applicable.

4. Interested eligible Bidders may obtain further information from RITES Ltd. and inspect the bidding documents at the address given below from 1000 to 1600 hrs. (IST) on all working days.

5. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of **Rs. 5000 or US $ 85.** The method of payment will be by Demand Draft/Pay Order in favour of RITES Ltd., Payable at Gurgaon, India. The document may be purchased from09-07-2014 to **13-08-2014** from the address mentioned below in S. No. 7. The document will be sent by courier on payment of an extra amount of **Rs 900** for domestic bidder and **US $ 15 (Fifteen)** for overseas bidder if requested by mail.

   Bidders can also download the bid document from RITES website *"*www.rites.com*"*or www.nacoonline.org. For downloaded bid document, no fee is required. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

6. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on **17-07-2014** at **1400 hrs (IST)** at the address mentioned below in Sl. No. 7. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders. In case the bidder deputes an agent to attend the pre-bid

meeting, the Purchaser will be informed in writing by the bidders regarding the appointment of such agent and a copy of the agreement signed between the bidder and the agent (which will include the scope of services provided by such agent and amount payable by the bidder) will be shared with the Purchaser in advance. If this condition is not complied, such agents will not be allowed to attend the meetings and also no queries from such agents will be entertained by the Purchaser. In addition, the bidder will ensure that such agent does not work simultaneously for two or more competing bidders.

7. Bids must be delivered to the address below before **1400 hrs (IST)** on **13-08-2014**. All bids must be accompanied by a bid security as specified in the "Section VI – Schedule of Requirements" of the bidding document. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at **1415 hrs (IST)** on **13-08-2014**.

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

8. Bid documents are non transferable.

SECTION I. INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

A. INTRODUCTION

1. Scope of Bid

1.1 RITES Ltd., RITES Office Complex, Annex Building, 4th Floor, Plot No.144, Sector 44, Gurgaon-122003 (Haryana), India for and on behalf of Ministry of Health & Family Welfare (Govt. of India) invites bids for ARV Drugs (Anti Retro-Viral Drugs) (Paediatric). Detailed description of goods and specification are given in schedule of requirement and technical specification respectively. Identification number of contract is RITES/MSM/NACP/11/2014.

1.2 Throughout these bidding documents, the terms "writing" means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and "day" means calendar day. Singular also means plural.

2. Source of Funds

2.1 The Government of India.

3. Fraud and Corruption

3.1 It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser :

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

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

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

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

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in

executing, the contract.

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

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

4. Eligibility

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

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

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

5.1 The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the Goods;
(b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
(c) The Goods offered should meet the specified pharmaceuticals standards as stated in the Technical Specifications. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of new drug), the Bidder will provide testing protocols and alternative standards.

5.2 The Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser's country. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser:

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

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

Note: Bidders are requested to inquire in advance about the registration requirements and procedures in order to avoid any delays due to involvement of various government agencies. Purchaser shall not be responsible for any delay on this account.

5.2.1 The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within the Purchaser's country. The agency and contact person able to provide additional information about the requirements for registration can be obtained from the Website: www.cdsco.nic.in**.**

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

5.3 For purposes of the commentary to be furnished pursuant to ITB Clause 5.1 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications and meet the Pharmacopoeial standards.

6. Qualifications of the Bidder

Qualification requirements for Bidders are listed below:

The bidder shall be prequalified by the World Health Organization (WHO) for the product being offered and the prequalification/approval should be valid on the date of submission of bid. Other qualification requirement for Bidders are:

(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) similar contract** within the period of **last five years** (preceding two months before

the date of bid opening) for supply of drugs against the schedule quoted. Value of completed individual contract for each schedule should be as per Appendix „A' and that include comparable products. Bidder shall submit list of major supply contracts conducted within the last five years as per form 6 (Proforma for Performance Statement) in Section V.

2. That it has achieved an actual annual production of, similar goods specified in Schedule of Requirement of at least equal to the quantities specified against relevant schedules in "Section III Schedule of Requirements" during any one year of the last **five (5), financial years**; certified by Chartered Accountant. If bidder quotes for more than one schedule the above criteria will be cumulative.

3. That the **installed capacity** of the manufacturing site(s) which is approved by WHO/GFATM is at least 150% of the quantities specified against relevant schedules in "Section III Schedule of Requirements" certified by Chartered Accountant. If bidder quotes for more than one schedule the above criteria will be cumulative.

4. That it has generated an annual turnover of at least of the value as given in Appendix 'B', in any one 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** (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) **installed capacity**(sub-clause (i) 3 above)
(3) Annual turnover (sub-clause (i) 4 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.

(ii) The following documents must be included with the bid that the bidder:

that, in the case of a Bidder offering to supply Goods under the Contract which the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:

(a) is incorporated in the country of manufacture of the Goods;

(b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods covered by the IFB;

(c) has manufactured and marketed the specific good covered by the bidding document for at least **One (1) years**, and for **similar goods (viz. Tablets/Capsules/Syrup)** for at least **three (3) years.** In support of this, data on past performance should be submitted as per Form 6 in Section V

(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.

(e) Has received a certificate of pharmaceuticals product (COPP) as recommended by the WHO for product offered.

Note: The bidder should submit a copy of valid WHO GMP and COPP certificates along with the bid. In case WHO GMP or COPP is under renewal then copy of the correspondence with regulatory authority should be submitted. However, copies of valid certificates of WHO GMP/COPP must be submitted before issue of NOA.

(iii) The Bidder shall also submit the following additional information:

1. A copy of its manufacturing license with product number and date and installed manufacturing capacity.

2. Details of on-site quality control laboratory facilities and services and range of tests conducted should be submitted. The manufacturer should have a Quality Management System.

3. Copies of its audited financial statements for the past three fiscal years.

4. A copy of the achieved annual production rate certified by Chartered Accountant.

5. List of major supply contracts conducted (Completed & ongoing) with in last five years as per form 6 in Section V.

6. The bidder and the manufacturer whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is procured by the bidder, that may have resulted into adverse actions taken against the bidder during the last five years. Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. If no adverse action has been taken against the Bidder, the Bidder must provide a statement in its bid saying that there has been no such previous past performance resulting in adverse actions being taken against him.

7. The bidder shall provide an undertaking that:
   (a) The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
   (b) The firm does not employ a government servant, who has been dismissed or removed on account of corruption.

8. List of drugs being manufactured by the bidder with product registration/ license number and date.

9. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; **written power of attorney** of the signatory of the Bid to commit the Bidder;

Bidders are required to comply with following three conditions:

10. The supplier shall not supply drugs 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.

11. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of formulations/drugs 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 National Pharmaceutical Pricing Authority (NPPA), will be applicable for the supplies made after issue of the Notification by NPPA.

12. If the supplier supplies the same formulations in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.

Note:

(a) The bidder must complete the check list given in Form 22 in Section VIII and submit it along with the Bid. It is essential that Bidders review carefully this Checklist to ensure that their Bid is complete and includes all required information.

(b) The bidder should serially number all the documents of his bid, provide a summery table & sign/initial all the pages.

(c) Details of two persons that RITES may contact for requests for clarification during bid evaluation:

Name		
Telephone No (direct)		
Email address		

(d) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.

(e) Bidder should furnish Authority to the Purchaser to seek references

from the Bidder's bankers.

7. One Bid per Bidder

7.1 A firm shall submit only one bid either individually or as a partner of a joint venture A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.

8. Cost of Bidding

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

B. THE BIDDING DOCUMENTS

9. Content of Bidding Documents

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

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

9.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 9.1 above, said Bidding Documents will take precedence.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the **Purchaser** in writing or by cable (for these ITB, the term "cable" is deemed to include electronic mail, telex, or facsimile) at the **Purchaser's** address **indicated in the clause 21.2 (b) of ITB.** The **Purchaser** will respond **in writing to any request for clarification received no later than fourteen (14) calendar days** prior to the deadline of submission of bids. Copies of the Purchaser's response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source.

10.2 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: 17-07-2014
Time: 1400 hrs (IST)
Venue:
MSM Division,
RITES Ltd., RITES Office Complex,
Annex Building, 4th Floor, Plot No. 144, Sector 44,
Gurgaon – 122003, Haryana, India

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

11. Amendment of Bidding Documents

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

11.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 9.1 and shall be communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.

11.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify all Bidders by cable confirmed in writing of the extended deadline.

C. PREPARATION OF BIDS

12. Language of Bid

12.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language.

13. Documents Constituting the Bid

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

(a) duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section V;
(b) „Integrity Pact' in accordance with ITB Clause 42.

(b) original form of bid security in accordance with the provisions of ITB Sub-Clause 18.3 (Bid Security);

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

(d) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Bidder/Manufacturer is qualified to perform the Contract if its bid is accepted.

(e) Manufacturer's authorization Form 7, Section –V for bidder.

(f) The following details shall be provided by Indian Bidder:

1. Name, address, PAN and Income Tax details (ward/circle where they are being assessed) of the directors of the bidding company.

2. Company's PAN and Income Tax details and ward/circle where they are being assessed.

3. Registration details of the company under VAT, local and central sales Tax and other laws as may be applicable and also sales tax /VAT clearance certificate.

14. Bid Form

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

15. Bid Prices

15.1 The Bidder shall indicate on the Price Schedule, the unit price of each item, it proposes to supply under the Contract. The bidders are allowed the option to submit bids for any one or more schedules specified in the „Schedule of Requirements.

15.2 The bidder shall quote the prices on "Door Delivery Basis" to all consignees. The list of probable consignees is attached in schedule of requirement. However the list of consignees is the tentative list. The purchaser reserves the right to change any consignee at the time of placement of order.

15.3 Deleted.

15.4 The rate quoted should be both in words and figures. No figure or word should, be over written. Correction if any should be rewritten under the full signature of the person signing the tender.

15.5 The rate of Excise Duty and quantum of Excise should be shown

distinctly. Similarly, Sales Tax/VAT, if any, where legally leviable and intended to be claimed extra should be shown distinctly as percentage along with the price quoted, separately. Where this is not done, no claim for excise duty and or Sales Tax/VAT will be admitted at any later stage on any ground.

15.6 (a) **Indigenous goods**:- Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

(ii) the rate and quantum of Excise duty and Sales Tax/VAT if any that will be payable on the Goods if the Contract is awarded.

(iii) the price for inland transportation and other local costs incidental to delivery of the Goods to their final destination. The final destination is specified in Schedule of Requirements (Section III)

(b) Imported goods: - Offers for Imported origin goods shall clearly indicate firm, "All inclusive lump sum price" calculated in equivalent Indian Rupees and giving break up of as CIF (Indian Port), custom charges and other charges including inland transportation etc. The all inclusive lump sum price shall take care of impact of foreign exchange rate fluctuations etc., and accordingly arrive at the all inclusive lump sum price in equivalent Indian Rupees and this shall be the ceiling amount payable.

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

15.7 The prices quoted by the bidder should be on firm and fixed basis during the performance of the contract. A bid submitted with adjustable price quotation will be treated as non responsive and will be rejected pursuant to ITB clause 28.

15.8 The bidder's separation of price components in accordance with clause above will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

15.9 The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Customs duty, Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

15.10 Statutory variation in taxes and duties on finished product will be on purchaser's account during currency of contract.

16. Currencies of Bid

16.1 Prices shall be quoted in Indian Rupees (especially for Domestic goods) or a currency widely used in international trade i.e. US Dollars or Euros (for foreign goods).

17. Period of Validity of Bids

17.1 Bids shall remain valid for the period of **150 days** after the date of bid submission specified in ITB Clause 22 i.e. up to **10-01-2015**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security.

18. Bid Security

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

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

If the amount of bid security furnished is less than the required for total quoted schedules by the bidders, and then Bid security will be considered valid only for the quoted schedules (in serial order of the Schedule of Requirement). The later schedule(s) for which Bid security fall short, will be treated as non-responsive.

18.2 The bid security shall remain valid for a period of **45 days** beyond the validity period for the bid i.e. up to **24-02-2015**, and beyond any extension subsequently requested under Sub-clause 17.1.

18.3 The bid security shall be denominated in Indian Rupees or in US dollar, and shall be, at the Bidder's option, in one of the following forms:

(a) a crossed demand draft or a pay order drawn in favour of the Purchaser;

(b) a (bank) guarantee issued by a nationalized/scheduled bank in India. The format of the (bank) guarantee shall be in accordance with the form of bid security included in Section V.

(c) In the case of Bank Guarantee furnished from banks outside India, it should be authenticated and countersigned by any Nationalised or Scheduled bank in India.

18.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as non-responsive.

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

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

18.7 The bid security may be forfeited

(a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 17.2 and 24.3; or

(b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 29; or

(c) in the case of a successful bidder, if the Bidder fails within the specified time limit to:

(i) sign the contract, or

(ii) furnish the required performance security, or

(iii) In case of any false, incorrect or misleading information provided in the bid.

18.8 The bidders who are registered with NSIC for the items to be procured under this IFB are exempted from submission of bid security (EMD)

19. Alternative Proposals by

Alternative bids shall not be accepted. The bidder should not submit more than one bid for any Schedule.

Bidders

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original and one copy of the bid**,** clearly marking each one as "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

20.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 13.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 13.1 (c) shall accompany the bid.

20.3 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialled by the person or persons signing the bid.

D. Submission of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original and each copy of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and copies shall then be enclosed in another envelope.

21.2 The inner and outer envelopes shall:

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

(b) be addressed to the Purchaser at the address given below

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

(c) The inner and outer envelopes shall bear the following additional identification marks:

Invitation for Bids Title:
Invitation for Bids Number:
Schedule Number:
Time & Date of Submission of Bids:
Name of the Goods

(d) bear a statement "DO NOT OPEN BEFORE **13-08-2014** at 14:15 hrs " to be completed with the time and date specified in the ITB clause 22.1.

21.3 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 21.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

22. Deadline for Submission of Bids

22.1 Bids must be received by the Purchaser at the address specified in the ITB Sub-Clause 21.2 (b) no later than the time and date specified below:-

Bids must be delivered before 14:00 Hrs. on **13-08-2014**. Late bids will be rejected.

"In event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day".

22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 11.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23. Late Bids

23.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the ITB Clause 22 will be rejected and returned unopened to the Bidder.

24. Modification and Withdrawal of Bids

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

Note: No bid may be modified subsequent to the deadline for submission of bid.

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

(a) The Bidder shall provide an original and the number of copies specified in the ITB clause 20.1 of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" and "BID MODIFICATION-COPY." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID

MODIFICATION."

(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 21.2 and 21.3.

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

(a) be addressed to the Purchaser at the address named in the ITB clause 21.2 (b)

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

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

24.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.3, shall be returned unopened to the Bidders.

24.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 17. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 18.7.

E. OPENING AND EVALUATION OF BIDS

25. Bid Opening

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

Time, date, and place for bid opening are: **1415 hrs** (Indian Standard Time) on **13-08-2014** at the following address:

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

Add at the end of this clause:

"In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and Location on the next working day."

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

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

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

25.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 23.1.

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

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

powers of attorney.

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

26. Clarification of Bids

26.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 29.1.

27.Confidentiality

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

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

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

28. Examination of Bids and Determination of Responsiveness

28.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

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

28.3 Prior to the detailed evaluation, pursuant to ITB Clause 30, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections,

conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

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

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

Above list is not exhaustive

28.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

29. Correction of Errors

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

30. Conversion to Single Currency

30.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to the currency of the Purchaser's country i.e. Indian Rupees (INR) at the bill selling exchange rate established for similar transactions by the SBI, New Delhi as on date of bid opening.

31. Evaluation and Comparison of

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

Bids

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

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

31.4 **Bidder may bid for one or more schedules. Bids will be evaluated for each schedule separately and the contract will comprise the schedules(s) awarded to the successful bidder. Bidders must quote for the entire quantity of each schedule.** Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.

31.5 Deviations in the delivery schedule and Payment schedule are not permitted.

31.6 In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012.

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

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

F. AWARD OF CONTRACT

32. Post qualification

32.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 6.1.

32.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 6.1, as well as other information the Purchaser deems necessary and appropriate.

32.3 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.

33. Award Criteria

33.1 Pursuant to ITB Clauses 30, 31, and 35, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.

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

34.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. No reason for such action of Purchaser shall be given.

35. Purchaser's right to vary quantities during currency of contract

35.1 The purchaser reserves the right to increase or decrease the quantity of goods by **25%** during the currency of contract.

36. Notification of Award

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

36.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 38, the Purchaser will

promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 18.

37. Publication of Bid result

37.1 The name and address of Successful bidder(s) will be declared and published appropriately.

38. Signing of Contract

38.1 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.

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

39. Performance Security

39.1 With in twenty one days (21) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, using the performance security form provided in the bidding documents, or any another form acceptable to the purchaser.

39.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Sub-Clause 38.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

40. Clarification on Duties & Taxes

40.1 **EXCISE DUTY**

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

40.1.2 If a bidder is exempted from payment of excise duty up to any monetary limit of supplies, he should clearly state that no excise duty will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to the rate/quantum of Central Excise Duty, it should be brought out clearly. Stipulations like excise duty presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted (unless in such cases it is clearly stated by the bidder that excise duty will not be charged by him even if the same becomes applicable later on). In respect of the

bidders who fail to comply with this requirement, their quoted prices will be loaded with the maximum quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other bidders.

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

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

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

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

40.2 **SALES TAX /VAT**

40.2.1 The price quoted should be exclusive, of Sales Tax/VAT. The element of CST/VAT leviable should be specifically stated and shown distinctly as a percentage along with the price-quoted, separately. Where this is not done, no claim for sales tax will be admitted at any later stage on any ground. Further in the absence of any such stipulation regarding sales tax in the bid, it will be presumed that the

prices quoted by the bidder are inclusive of sales tax and no liability for payment of sales tax will be devolved up on the purchaser. If case of stipulation like Sales Tax/VAT extra as applicable, the quoted prices will be loaded with the maximum quantum of Sales Tax/VAT which is normally applicable on the item in question for the purpose of comparing the prices with other bidders.

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

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

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

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

40.3 **OCTROI DUTY AND LOCAL T AXES**

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

40.3.2 In case where the Municipality or other local body insists upon payment of these duties or taxes, the same should be paid by the supplier to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the

officer concerned without delay together with a copy of the relevant act or by laws/notifications of the Municipality or the Local body concerned to enable him to take up the question of refund with the concerned bodies, if admissible under the said acts or rules.

40.4 **CUSTOMS DUTY**

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

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

41. Purchase preference

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

42. Registration of Imported goods

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

43. Integrity Pact

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

43.(ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

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

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

APPENDIX „A'

Schedule No	Minimum value of completed contract (In Million Indian Rupees or equivalent)	Similar Product
I	10.00	Tablet
II	4.00	Tablet
III	0.00	Tablet
IV	0.21	Tablet
V	11.00	Tablet
VI	4.00	Tablet
VII	2.00	Tablet
VIII	6.00	Tablet
IX	8.00	Syrup

APPENDIX „B'

Schedule No.	Annual Turnover (in Million Indian Rupees or equivalent)
I	144.00
II	54.00
III	4.00
IV	3.00
V	172.00
VI	54.00
VII	36.00
VIII	97.00
IX	113.00

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SECTION II. 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 unit price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "Day" means calendar day.

(d) "Effective Date" means the date on which this Contract becomes effective i.e. date of notification of Award.

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

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

(g) "The Purchaser" means Ministry of Health & Family Welfare, Govt. of India through RITES Ltd, New Delhi.

(h) "The Purchaser's Country" is India.

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

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

(k) "The Site," where applicable, means the place or places named in the Schedule of requirement.

(l) "The Supplier" means the individual or firm supplying the Goods

and Services under this Contract.

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

2. Imports

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

3. Application

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

4. Country of Origin

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

5. Standards

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

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

6.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

6.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 6.1 except for purposes of performing the Contract.

6.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

6.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if

so required by the Purchaser.

7. Patent Rights

7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in India.

8. Performance Security

8.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount equal to 10 % of the total contract price.

a) In the event of any amendment issued to the Contract, the Supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.

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

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

8.3 The performance security shall be denominated in Indian Rupees, or in the currency of the contract and shall be in one of the following forms:

(a) The performance security shall be in the form of a (bank) guarantee issued by a nationalized/scheduled bank in India and the named beneficiary shall be "RITES Ltd" (acting as procurement agent on behalf of Ministry of Health & Family Welfare Government of India). The format of the (bank) guarantee shall be in accordance with the form given in Section V. In the case of Bank Guarantee furnished from banks outside India, it should be authenticated and countersigned by any Nationalised or Scheduled bank in India.

(b) an unconditional bank guarantee issued by a nationalized/scheduled bank located in India and acceptable to the Purchaser, in the format provided in the Bidding Documents; or

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

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

In the event of any amendment issued to the contract, the supplier shall, within twenty one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the contract, as amended.

9. Inspections and Tests

9.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications.

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

(a) Pre-dispatch inspection of the supplies shall be conducted by purchaser or its authorised representative retained by the purchaser for these purposes. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. The Supplier shall at the earliest furnish details of number of batches and visits for inspection and testing to enable the pre-dispatch inspection and testing when undertaken.

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

The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. However, if goods are offered for inspection in smaller lots than specified in contract then supplier will have to bear the additional inspection charges. The goods consumed during tests will be on suppliers account. The cost of subsequent inspections and related costs, due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the technical specifications of the contract or not.

The supplier shall put up the goods for such inspection to the purchaser's inspector 15-25 days (depending on the time

required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.

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

(d) Upon receipt of the Goods at place of final destination, the end user/consignee shall have the right to inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The end user/consignee will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate should normally be issued within twenty one (21) days of receipt of the Goods or part of Goods at place of final destination.

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.

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

(f) 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.

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

10. Packing

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

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

Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of

specifications before clearing for dispatch. The Bar coding requirement shall also be properly understood and marked on the package as per the provision of the specification.

11. Delivery and Documents

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 fax 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 the RITES Ltd as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India; the Contract number, credit number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal

(ii) Two copies of negotiable, clean, on-board through bill of lading/Airway bill marked “freight prepaid” and indicating the RITES Ltd as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, and notify Consignees as stated in the Contract.

(iii) Four copies of the packing list identifying contents of each package;

(iv) One original and three copies of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;

(v) One original and three copies of supplier’s Certificate of country of origin covering all items supplied;

(vi) Four copies of the Internal Test Analysis Report of the Manufacturer for the items offered

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

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

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

(B) Documents to be submitted to Consignee:-

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

(i) 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;

(ii) Packing list identifying contents of each package

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

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

(i) Inspection Certificate in case of Pre Dispatch Inspection.

(vii)Country of Origin certificate

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

(A) Documents to be submitted to purchaser:-

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

(i) One original and three copies of commercial invoice, indicating the RITES Ltd as the Purchaser on behalf of Ministry of Health

& Family Welfare, Govt. of India, the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

(ii) Four copies of Proof of Dispatch (POD), viz., Railway consignment note/road consignment note or multimodal transport document showing Purchaser as RITES Ltd. on behalf of Ministry of Health & Family Welfare, Govt. of India and delivery up to final destination as stated in the Contract

(iii) One original & 3(three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format.

(iv) Four copies of packing list identifying contents of each package

(v) One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied

(vi) One original and three copies of the Supplier's Certificate of Origin covering all items supplied

(vii) Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)

(viii) Four copies of Internal Test Analysis Report of drugs and pharmaceuticals of the Manufacturer

(ix) Four copies of notification of the local tax authority in support of rate of tax indicated in invoice.

(x) Any other/additional procurement-specific document(s) s required for delivery/payment purposes.

(B) Documents to be submitted to Consignee:-

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

12. Insurance Deleted

13. Transportation 13.1 Where the Supplier is required under the Contact to transport the Goods to a specified place of destination within India, defined as the Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

14. Incidental Services 14.1 The Supplier shall provide such incidental services:-

(a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed to be included in the Contract Price.

(b) The Supplier shall provide such other services as are stated in the Technical Specifications.

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

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

15.2 The Purchaser shall have the right to make claims under the above warranty up to the **full period of shelf life of goods**. Upon receipt

of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

15.3 In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period of **30 days**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and shall have the right to deduct the sum from payments due to the Supplier under this Contract or any other contract.

15.5 Recalls

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

16. Payment

16.1 The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, as applicable under (A) or (B) below, shall be as follows:

(A) Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner:

(i) On Delivery to Consignee: Ninety (90) percent of the

Contract Price of the Goods delivered to the Consignee shall be paid on submission of documents specified in GCC Clause 11 above along with Consignee Receipt Certificate (Form 8 of Section V), by Electronic clearing system to the Supplier's nominated bank account through a corresponding bank in India.

(ii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid on acceptance of the Goods upon submission of an invoice (indicating RITES Ltd. as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India), the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal supported by the Acceptance Certificate (Form-9 of Section V) issued by the Consignee through Electronic clearing system of the bank through a corresponding bank in India.

Payment of local currency portion shall be made in Indian Rupees on presentation of an invoice (indicating the RITES Ltd. as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India) the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal supported by the Acceptance Certificate issued by the Consignee.

(B) Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupees, as follows:

(i) **On Receipt: Ninety (90) percent** of the Contract Price of the Goods delivered to the Consignee shall be paid within 60 days of submission of documents specified in GCC Clause 11 along with the Acknowledgement of receipt of Goods (Form 8 of the bid document) through ECS of the bank.

(ii) **On Acceptance: Ten (10) percent** of the Contract Price of Goods received shall be paid within sixty (60) days of acceptance of the Goods upon submission of an invoice (indicating the RITES Ltd., as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India; the Contract number, description of payment and total amount,

signed in original, stamped or sealed with the company stamp/seal) supported by the Final Acceptance Certificate (Form 9 of the bid document) issued by the Consignee through ECS of the bank.

16.2 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11 & 16.1, and upon fulfilment of other obligations stipulated in the Contract.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid for the duration of the Contract. Prices shall be fixed and firm for the duration of the Contract. However, sales tax or Vat wherever payable shall be paid as applicable at the time of supply. Statutory variations are permitted during the original delivery schedule and not in the extended delivery schedule.

Bidders are required to comply with following conditions:

a. The supplier shall not supply drugs 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.

b. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of formulations/drugs 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 National Pharmaceutical Pricing Authority (NPPA), will be applicable for the supplies made after issue of the Notification by NPPA.

c. If the supplier supplies the same formulations in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the

Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

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

(b) the method of shipment or packing;

(c) the place of delivery; and/or

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

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

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed/agreed by the Purchaser and Supplier.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent. Assignment and sub-contracting, which is not disclosed in bid, are not permitted.

21. Delays in the Supplier's Performance

21.1 DELAYS IN THE SUPPLIES PERFORMANCE OF THE CONTRACT:

Delivery of the goods shall be made by the supplier in accordance with the time schedule specified in the contract. Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action.

(a) Forfeiture of its Performance Security and / or
(b) Imposition of liquidated damages and/or
(c) Termination of the contract for default.

21.2 If at any time during the performance of the contract, the supplier should encounter conditions impending timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the, situation and may at its discretion extend the supplier time for performance in which case the

extension shall be ratified by the parties by amendment to the contract. The extension of the delivery period will be subject to the following conditions.

a) The Purchaser shall deduct from the supplier under the provision of Clause 22 liquidated damages on the goods, which the supplier has failed to deliver within the delivery period fixed for delivery.

b) That no increase in price on account of any statutory increases in or fresh imposition of customs duty, excise duty or sales tax or on account of any other tax or duty leviable in respect of the goods specified in the contract which takes place after the date of the delivery period stipulated in the contract, shall be admissible on such of the said goods as are delivered after the date of delivery stipulated in the contract.

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

21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the contract prices as liquidated damages, a sum equivalent to the 0.5 percent per week or part thereof of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10 percent of the value of delayed Goods. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to GCC Clause 23.

23. Termination for Default

23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21;

or/and

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

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent or collusive or coercive practices in competing for or in executing the Contract.

For the purpose of this clause:

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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

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

24. Force Majeure

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

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

24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause

thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Termination for Insolvency

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

26. Termination for Convenience

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

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

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

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

27. Settlement of Disputes

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

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

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance

with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows:-.

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.

(b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings

(c) Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Medical Council of India.

(d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.

(e) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.

(f) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its

proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.

27.3 Notwithstanding any reference to arbitration herein,

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

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

28. Limitation of Liability

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

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

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

29. Governing Language

29.1 The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

30. Applicable Law

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

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address are as follows: -

The Purchaser's addresses for notice purposes is:

Group General Manager/MSM
RITES Ltd., MSM Division, RITES Office Complex, Annex Building,
4th Floor, Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India
Fax: 91(124)2571659/2571660

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

The Supplier's address for notice purposes is as mentioned in the NOA/contract.

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

32. Taxes and Duties

32.1 The Supplier shall be entirely responsible for all taxes, duties, octroi, road permits, license fees, etc., incurred until delivery of the Goods to the Purchaser.

33. Jurisdiction

All disputes arising out of the contract shall (subject to clause 27) be subject to the jurisdiction of the appropriate court at New Delhi, India, only.

SECTION III. SCHEDULE OF REQUIREMENTS

SECTION III
SCHEDULE OF REQUIREMENTS

Schedule No.	DESCRIPTION	UNIT	FUNDING BODY	REQUIRED QUANTITY	BID SECURITY IN (INDIAN RUPEES)	Bid Security in US $
I	Zidovudine 60 mg+ Lamivudine 30 mg + Nevirapine 50 mg tablets	Tablet	Domestic Budget	**27,543,060**	2,396,000	39,900
II	Zidovudine 60 mg + Lamivudine 30 mg tablets	Tablet		**19,178,940**	906,000	15,100
III	Stavudine 6 mg + Lamivudine 30 mg +Nevirapine 50 mg tablets	Tablet		**1,133,820**	68,000	1,100
IV	Stavudine 6 mg+ Lamivudine 30 mg tablets	Tablet		**1,188,480**	53,000	800
V	Abacavir 60 mg + Lamivudine 30 mg	Tablet		**30,763,020**	2,868,000	47,800
VI	Nevirapine 50 mg tablets	Tablet		**15,549,780**	894,000	14,900
VII	Efavirenz 200 mg tablet	Tablet		**7,364,130**	602,000	10,000
VIII	Lopinavir 100mg+ Ritonavir 25mg tablets	Tablet		**6,473,160**	1,618,000	26,900
IX	Lopinavir 80mg + Ritonavir 20 mg Syrup, 160 ml per bottle	Bottle		**41,319**	1,889,000	31,400
				Total:	**11,294,000**	**187,900**

Delivery Schedule & Consignee details: As indicated below

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

Delivery Schedule:

(i) 1st Lot: 40% quantity of the schedule to be supplied within 30 days, (ii) 2nd Lot: 30% quantity of the schedule to be supplied 31-90 days and (iii) 3rd Lot: balance 30% within 120 to 150 days from the date of Notification of Award.

Note:

1. The colors of the drug bottles and their cover are to be approved by NACO.

2. The Purchaser has the right to increase or decrease the quantities required by **25%** any time during the contract period.

CONSIGNEE ADDRESS AND CONSIGNEE-WISE QUANTITY DISTRIBUTION

Schedule I:

S. No	State	**1st lot**	**2nd Lot**	**3rd Lot**	**Total of Schedule I**
		(i) 40% quantity of the schedule to be supplied within 30 days of NOA	(ii) 30% quantity of the schedule to be supplied 31-90 days of NOA	(iii) balance 30% within 120-150 days from the date of NOA	**Zidovudine 60 mg+ Lamivudine 30 mg + Nevirapine 50 mg tablets**
1	Andhra Pradesh	1,490,220	1,117,680	1,117,680	**3,725,580**
2	Arunachal Pradesh	3,600	2,700	2,700	**9,000**
3	Assam	55,800	41,880	41,820	**139,500**
4	Bihar	332,460	249,360	249,360	**831,180**
5	Chandigarh	81,240	60,960	60,960	**203,160**
6	Chhatisgarh	119,340	89,520	89,520	**298,380**
7	Delhi	249,240	186,900	186,960	**623,100**
8	Goa	41,820	31,380	31,320	**104,520**
9	Gujarat	532,200	399,180	399,120	**1,330,500**
10	Haryana	48,180	36,120	36,120	**120,420**
11	Himachal Pradesh	65,760	49,320	49,260	**164,340**
12	Jammu & Kashmir	35,040	26,280	26,220	**87,540**
13	Jharkhand	42,300	31,740	31,740	**105,780**
14	Karnataka	2,120,400	1,590,300	1,590,300	**5,301,000**
15	Kerala	96,900	72,660	72,660	**242,220**
16	Madhya Pradesh	138,060	103,560	103,560	**345,180**
17	Maharashtra	2,721,600	2,041,200	2,041,200	**6,804,000**
18	Mumbai	248,460	186,360	186,360	**621,180**
19	Manipur	194,400	145,800	145,800	**486,000**
20	Meghalaya	13,380	10,020	10,020	**33,420**
21	Mizoram	63,720	47,820	47,820	**159,360**
22	Nagaland	70,200	52,680	52,620	**175,500**
23	Orissa	98,400	73,800	73,740	**245,940**
24	Pondicherry	26,280	19,740	19,680	**65,700**
25	Punjab	204,300	153,240	153,240	**510,780**
26	Rajasthan	311,040	233,280	233,280	**777,600**
27	Sikkim	3,600	2,700	2,700	**9,000**
28	Tamil Nadu	741,780	556,320	556,380	**1,854,480**
29	Tripura	3,240	2,460	2,400	**8,100**
30	Uttar Pradesh	522,540	391,920	391,920	**1,306,380**
31	Uttaranchal	48,360	36,240	36,240	**120,840**
32	West Bengal	293,340	220,020	220,020	**733,380**
	Total:	**11,017,200**	**8,263,140**	**8,262,720**	**27,543,060**

Schedule II:

S. No	State	**1st lot**	**2nd Lot**	**3rd Lot**	**Total of Schedule II**
		(i) 40% quantity of the schedule to be supplied within 30 days of NOA	(ii) 30% quantity of the schedule to be supplied 31-90 days of NOA	(iii) balance 30% within 120-150 days from the date of NOA	**Zidovudine 60 mg+ Lamivudine 30 mg tablets**
1	Andhra Pradesh	874,080	655,560	655,620	**2,185,260**
2	Arunachal Pradesh	10,500	7,860	7,920	**26,280**
3	Assam	37,560	28,200	28,200	**93,960**
4	Bihar	435,120	326,340	326,340	**1,087,800**
5	Chandigarh	31,560	23,640	23,640	**78,840**
6	Chhatisgarh	84,300	63,240	63,240	**210,780**
7	Delhi	127,740	95,760	95,820	**319,320**
8	Goa	14,880	11,160	11,160	**37,200**
9	Gujarat	386,760	290,040	290,040	**966,840**
10	Haryana	24,540	18,420	18,420	**61,380**
11	Himachal Pradesh	26,100	19,560	19,620	**65,280**
12	Jammu & Kashmir	17,760	13,320	13,320	**44,400**
13	Jharkhand	91,080	68,280	68,340	**227,700**
14	Karnataka	694,920	521,160	521,220	**1,737,300**
15	Kerala	56,820	42,600	42,660	**142,080**
16	Madhya Pradesh	123,240	92,400	92,400	**308,040**
17	Maharashtra	950,280	712,740	712,740	**2,375,760**
18	Mumbai	1,795,560	1,346,640	1,346,700	**4,488,900**
19	Manipur	108,120	81,120	81,060	**270,300**
20	Meghalaya	14,160	10,620	10,620	**35,400**
21	Mizoram	29,580	22,200	22,200	**73,980**
22	Nagaland	60,300	45,240	45,240	**150,780**
23	Orissa	163,200	122,400	122,400	**408,000**
24	Pondicherry	13,860	10,380	10,440	**34,680**
25	Punjab	73,380	55,020	55,080	**183,480**
26	Rajasthan	198,000	148,500	148,500	**495,000**
27	Sikkim	5,580	4,200	4,260	**14,040**
28	Tamil Nadu	594,120	445,620	445,620	**1,485,360**
29	Tripura	5,640	4,260	4,260	**14,160**
30	Uttar Pradesh	353,220	264,900	264,960	**883,080**
31	Uttaranchal	26,880	20,160	20,160	**67,200**
32	West Bengal	242,520	181,920	181,920	**606,360**
	Total:	**7,671,360**	**5,753,460**	**5,754,120**	**19,178,940**

Schedule III:

S. No	State	**1st lot**	**2nd Lot**	**3rd Lot**	**Total of Schedule III**
		(i) 40% quantity of the schedule to be supplied within 30 days of NOA	(ii) 30% quantity of the schedule to be supplied 31-90 days of NOA	(iii) balance 30% within 120-150 days from the date of NOA	**Stavudine 6 mg + Lamivudine 30 mg +Nevirapine 50 mg tablets**
1	Andhra Pradesh	36,420	27,300	27,360	**91,080**
2	Arunachal Pradesh	0	0	0	**0**
3	Assam	0	0	0	**0**
4	Bihar	37,500	28,140	28,140	**93,780**
5	Chandigarh	27,660	20,760	20,760	**69,180**
6	Chhatisgarh	60	60	60	**180**
7	Delhi	1,080	840	780	**2,700**
8	Goa	0	0	0	**0**
9	Gujarat	15,720	11,760	11,820	**39,300**
10	Haryana	0	0	0	**0**
11	Himachal Pradesh	540	360	360	**1,260**
12	Jammu & Kashmir	1,080	840	780	**2,700**
13	Jharkhand	360	300	240	**900**
14	Karnataka	74,700	56,040	56,040	**186,780**
15	Kerala	17,520	13,140	13,080	**43,740**
16	Madhya Pradesh	16,500	12,360	12,420	**41,280**
17	Maharashtra	52,680	39,480	39,540	**131,700**
18	Mumbai	5,460	4,140	4,140	**13,740**
19	Manipur	18,900	14,160	14,220	**47,280**
20	Meghalaya	0	0	0	**0**
21	Mizoram	1,080	840	780	**2,700**
22	Nagaland	2,100	1,560	1,620	**5,280**
23	Orissa	12,360	9,240	9,240	**30,840**
24	Pondicherry	4,320	3,240	3,240	**10,800**
25	Punjab	9,180	6,900	6,900	**22,980**
26	Rajasthan	4,620	3,480	3,480	**11,580**
27	Sikkim	0	0	0	**0**
28	Tamil Nadu	96,600	72,480	72,480	**241,560**
29	Tripura	4,680	3,540	3,480	**11,700**
30	Uttar Pradesh	9,420	7,080	7,080	**23,580**
31	Uttaranchal	0	0	0	**0**
32	West Bengal	2,880	2,160	2,160	**7,200**
	Total:	**453,420**	**340,200**	**340,200**	**1,133,820**

Schedule IV:

S. No	State	**1st lot**	**2nd Lot**	**3rd Lot**	**Total of Schedule IV**
		(i) 40% quantity of the schedule to be supplied within 30 days of NOA	(ii) 30% quantity of the schedule to be supplied 31-90 days of NOA	(iii) balance 30% within 120-150 days from the date of NOA	**Stavudine 6 mg+ Lamivudine 30 mg tablets**
1	Andhra Pradesh	52,560	39,420	39,420	**131,400**
2	Arunachal Pradesh	720	540	540	**1,800**
3	Assam	3,000	2,220	2,280	**7,500**
4	Bihar	33,180	24,900	24,900	**82,980**
5	Chandigarh	3,540	2,700	2,700	**8,940**
6	Chhatisgarh	5,580	4,200	4,200	**13,980**
7	Delhi	5,940	4,440	4,440	**14,820**
8	Goa	900	720	720	**2,340**
9	Gujarat	24,180	18,120	18,180	**60,480**
10	Haryana	1,440	1,080	1,080	**3,600**
11	Himachal Pradesh	1,920	1,440	1,380	**4,740**
12	Jammu & Kashmir	1,020	720	780	**2,520**
13	Jharkhand	5,220	3,900	3,900	**13,020**
14	Karnataka	43,200	32,400	32,400	**108,000**
15	Kerala	4,680	3,540	3,540	**11,760**
16	Madhya Pradesh	8,160	6,120	6,120	**20,400**
17	Maharashtra	48,180	36,120	36,180	**120,480**
18	Mumbai	110,940	83,220	83,220	**277,380**
19	Manipur	1,920	1,440	1,440	**4,800**
20	Meghalaya	1,500	1,080	1,080	**3,660**
21	Mizoram	1,140	840	900	**2,880**
22	Nagaland	6,840	5,100	5,100	**17,040**
23	Orissa	10,980	8,280	8,280	**27,540**
24	Pondicherry	720	540	480	**1,740**
25	Punjab	4,440	3,300	3,300	**11,040**
26	Rajasthan	15,060	11,340	11,340	**37,740**
27	Sikkim	360	240	300	**900**
28	Tamil Nadu	33,960	25,500	25,440	**84,900**
29	Tripura	5,460	4,080	4,080	**13,620**
30	Uttar Pradesh	21,780	16,320	16,320	**54,420**
31	Uttaranchal	3,240	2,400	2,400	**8,040**
32	West Bengal	13,620	10,200	10,200	**34,020**
	Total:	**475,380**	**356,460**	**356,640**	**1,188,480**

Schedule V:

S. No	State	**1st lot**	**2nd Lot**	**3rd Lot**	**Total of Schedule V**
		(i) 40% quantity of the schedule to be supplied within 30 days of NOA	(ii) 30% quantity of the schedule to be supplied 31-90 days of NOA	(iii) balance 30% within 120-150 days from the date of NOA	**Abacavir 60mg+ Lamivudine 30 mg tablets**
1	Andhra Pradesh	1,986,300	1,489,740	1,489,740	**4,965,780**
2	Arunachal Pradesh	9,780	7,380	7,380	**24,540**
3	Assam	48,600	36,420	36,420	**121,440**
4	Bihar	434,820	326,160	326,160	**1,087,140**
5	Chandigarh	41,040	30,780	30,840	**102,660**
6	Chhatisgarh	169,140	126,840	126,840	**422,820**
7	Delhi	241,020	180,780	180,840	**602,640**
8	Goa	27,180	20,340	20,400	**67,920**
9	Gujarat	729,840	547,380	547,440	**1,824,660**
10	Haryana	46,860	35,160	35,160	**117,180**
11	Himachal Pradesh	61,380	46,080	46,080	**153,540**
12	Jammu & Kashmir	19,620	14,700	14,760	**49,080**
13	Jharkhand	260,040	195,000	195,060	**650,100**
14	Karnataka	1,701,180	1,275,900	1,275,900	**4,252,980**
15	Kerala	27,600	20,700	20,760	**69,060**
16	Madhya Pradesh	260,640	195,480	195,420	**651,540**
17	Maharashtra	2,093,340	1,570,020	1,570,080	**5,233,440**
18	Mumbai	1,011,000	758,280	758,280	**2,527,560**
19	Manipur	49,380	37,020	37,080	**123,480**
20	Meghalaya	9,300	6,960	6,960	**23,220**
21	Mizoram	28,980	21,720	21,720	**72,420**
22	Nagaland	33,540	25,140	25,200	**83,880**
23	Orissa	174,480	130,860	130,920	**436,260**
24	Pondicherry	19,380	14,520	14,580	**48,480**
25	Punjab	148,680	111,540	111,480	**371,700**
26	Rajasthan	388,800	291,600	291,600	**972,000**
27	Sikkim	7,080	5,280	5,280	**17,640**
28	Tamil Nadu	987,420	740,580	740,640	**2,468,640**
29	Tripura	8,580	6,420	6,480	**21,480**
30	Uttar Pradesh	706,500	529,920	529,920	**1,766,340**
31	Uttaranchal	57,900	43,440	43,440	**144,780**
32	West Bengal	515,460	386,580	386,580	**1,288,620**
	Total:	**12,304,860**	**9,228,720**	**9,229,440**	**30,763,020**

Schedule VI:

S. No	State	**1st lot**	**2nd Lot**	**3rd Lot**	**Total of Schedule VI**
		(i) 40% quantity of the schedule to be supplied within 30 days of NOA	(ii) 30% quantity of the schedule to be supplied 31-90 days of NOA	(iii) balance 30% within 120-150 days from the date of NOA	**Nevirapine 50mg tablets**
1	Andhra Pradesh	973,500	730,080	730,140	**2,433,720**
2	Arunachal Pradesh	3,600	2,700	2,700	**9,000**
3	Assam	20,700	15,540	15,480	**51,720**
4	Bihar	179,460	134,640	134,640	**448,740**
5	Chandigarh	26,040	19,560	19,560	**65,160**
6	Chhatisgarh	114,540	85,920	85,980	**286,440**
7	Delhi	121,620	91,200	91,260	**304,080**
8	Goa	8,100	6,120	6,120	**20,340**
9	Gujarat	428,760	321,600	321,600	**1,071,960**
10	Haryana	35,880	26,880	26,940	**89,700**
11	Himachal Pradesh	16,920	12,660	12,720	**42,300**
12	Jammu & Kashmir	9,000	6,720	6,720	**22,440**
13	Jharkhand	147,720	110,820	110,760	**369,300**
14	Karnataka	755,400	566,580	566,580	**1,888,560**
15	Kerala	21,420	16,020	16,020	**53,460**
16	Madhya Pradesh	192,960	144,720	144,780	**482,460**
17	Maharashtra	1,060,860	795,660	795,600	**2,652,120**
18	Mumbai	279,180	209,400	209,340	**697,920**
19	Manipur	130,200	97,620	97,680	**325,500**
20	Meghalaya	2,700	2,040	2,040	**6,780**
21	Mizoram	50,280	37,680	37,740	**125,700**
22	Nagaland	25,980	19,440	19,500	**64,920**
23	Orissa	93,240	69,960	69,960	**233,160**
24	Pondicherry	9,120	6,840	6,840	**22,800**
25	Punjab	117,420	88,080	88,020	**293,520**
26	Rajasthan	244,500	183,360	183,420	**611,280**
27	Sikkim	3,240	2,400	2,460	**8,100**
28	Tamil Nadu	491,400	368,580	368,580	**1,228,560**
29	Tripura	8,100	6,060	6,120	**20,280**
30	Uttar Pradesh	396,480	297,360	297,420	**991,260**
31	Uttaranchal	25,380	19,020	19,080	**63,480**
32	West Bengal	226,020	169,500	169,500	**565,020**
	Total:	**6,219,720**	**4,664,760**	**4,665,300**	**15,549,780**

Schedule VII:

S. No	State	**1st lot**	**2nd Lot**	**3rd Lot**	**Total of Schedule VII**
		(i) 40% quantity of the schedule to be supplied within 30 days of NOA	(ii) 30% quantity of the schedule to be supplied 31-90 days of NOA	(iii) balance 30% within 120-150 days from the date of NOA	**Efavirenz 200 mg tablets**
1	Andhra Pradesh	282,420	211,830	211,830	**706,080**
2	Arunachal Pradesh	5,130	3,840	3,870	**12,840**
3	Assam	12,090	9,060	9,090	**30,240**
4	Bihar	139,590	104,700	104,670	**348,960**
5	Chandigarh	15,660	11,760	11,760	**39,180**
6	Chhatisgarh	37,590	28,200	28,170	**93,960**
7	Delhi	58,260	43,680	43,680	**145,620**
8	Goa	5,760	4,320	4,290	**14,370**
9	Gujarat	136,260	102,210	102,180	**340,650**
10	Haryana	4,740	3,570	3,570	**11,880**
11	Himachal Pradesh	8,820	6,630	6,630	**22,080**
12	Jammu & Kashmir	5,760	4,320	4,290	**14,370**
13	Jharkhand	15,210	11,400	11,400	**38,010**
14	Karnataka	334,770	251,070	251,070	**836,910**
15	Kerala	21,240	15,930	15,960	**53,130**
16	Madhya Pradesh	52,860	39,660	39,600	**132,120**
17	Maharashtra	494,520	370,890	370,920	**1,236,330**
18	Mumbai	557,250	417,930	417,960	**1,393,140**
19	Manipur	39,150	29,370	29,370	**97,890**
20	Meghalaya	4,680	3,510	3,480	**11,670**
21	Mizoram	19,770	14,820	14,820	**49,410**
22	Nagaland	36,960	27,720	27,750	**92,430**
23	Orissa	41,370	31,020	31,050	**103,440**
24	Pondicherry	6,750	5,070	5,070	**16,890**
25	Punjab	33,300	24,960	24,990	**83,250**
26	Rajasthan	60,210	45,180	45,150	**150,540**
27	Sikkim	2,040	1,530	1,500	**5,070**
28	Tamil Nadu	225,120	168,840	168,810	**562,770**
29	Tripura	1,290	960	960	**3,210**
30	Uttar Pradesh	130,200	97,650	97,620	**325,470**
31	Uttaranchal	11,100	8,310	8,340	**27,750**
32	West Bengal	145,770	109,350	109,350	**364,470**
	Total:	**2,945,640**	**2,209,290**	**2,209,200**	**7,364,130**

Schedule VIII:

S. No	State	**1st lot**	**2nd Lot**	**3rd Lot**	**Total of Schedule VIII**
		(i) 40% quantity of the schedule to be supplied within 30 days of NOA	(ii) 30% quantity of the schedule to be supplied 31-90 days of NOA	(iii) balance 30% within 120-150 days from the date of NOA	**Lopinavir 100 mg + Ritonavir 25 mg tablets**
1	Andhra Pradesh	297,600	223,200	223,320	**744,120**
2	Arunachal Pradesh	3,600	2,760	2,760	**9,120**
3	Assam	10,320	7,680	7,680	**25,680**
4	Bihar	112,920	84,720	84,840	**282,480**
5	Chandigarh	16,800	12,600	12,720	**42,120**
6	Chhatisgarh	18,960	14,280	14,280	**47,520**
7	Delhi	40,440	30,360	30,360	**101,160**
8	Goa	4,560	3,480	3,480	**11,520**
9	Gujarat	137,040	102,840	102,840	**342,720**
10	Haryana	2,760	2,040	2,040	**6,840**
11	Himachal Pradesh	11,160	8,280	8,400	**27,840**
12	Jammu & Kashmir	7,560	5,640	5,760	**18,960**
13	Jharkhand	17,400	13,080	13,080	**43,560**
14	Karnataka	221,760	166,320	166,200	**554,280**
15	Kerala	9,240	6,960	6,960	**23,160**
16	Madhya Pradesh	39,840	29,880	29,760	**99,480**
17	Maharashtra	356,160	267,120	267,240	**890,520**
18	Mumbai	647,520	485,640	485,760	**1,618,920**
19	Manipur	15,960	12,000	12,000	**39,960**
20	Meghalaya	4,440	3,360	3,360	**11,160**
21	Mizoram	6,000	4,560	4,440	**15,000**
22	Nagaland	21,000	15,720	15,720	**52,440**
23	Orissa	36,960	27,720	27,600	**92,280**
24	Pondicherry	3,840	2,880	2,880	**9,600**
25	Punjab	35,520	26,640	26,520	**88,680**
26	Rajasthan	51,360	38,520	38,640	**128,520**
27	Sikkim	1,800	1,320	1,440	**4,560**
28	Tamil Nadu	281,640	211,200	211,200	**704,040**
29	Tripura	960	720	720	**2,400**
30	Uttar Pradesh	83,520	62,640	62,640	**208,800**
31	Uttaranchal	12,840	9,600	9,720	**32,160**
32	West Bengal	77,400	58,080	58,080	**193,560**
	Total:	**2,588,880**	**1,941,840**	**1,942,440**	**6,473,160**

Schedule IX:

S. No	State	**1st lot**	**2nd Lot**	**3rd Lot**	**Total of Schedule IX**
		(i) 40% quantity of the schedule to be supplied within 30 days of NOA	(ii) 30% quantity of the schedule to be supplied 31-90 days of NOA	(iii) balance 30% within 120-150 days from the date of NOA	**Lopinavir 80 mg + Ritonavir 20 mg syrup 160 ml per bottle**
1	Andhra Pradesh	2,669	2,001	2,001	**6,671**
2	Arunachal Pradesh	6	5	5	**16**
3	Assam	101	76	76	**253**
4	Bihar	1,105	828	828	**2,761**
5	Chandigarh	15	11	11	**37**
6	Chhatisgarh	301	226	226	**753**
7	Delhi	179	134	134	**447**
8	Goa	15	11	11	**37**
9	Gujarat	1,040	780	780	**2,600**
10	Haryana	152	114	114	**380**
11	Himachal Pradesh	66	49	49	**164**
12	Jammu & Kashmir	36	27	27	**90**
13	Jharkhand	434	326	326	**1,086**
14	Karnataka	1,577	1,183	1,183	**3,943**
15	Kerala	142	107	107	**356**
16	Madhya Pradesh	355	266	266	**887**
17	Maharashtra	3,924	2,943	2,943	**9,810**
18	Mumbai	439	329	329	**1,097**
19	Manipur	144	108	108	**360**
20	Meghalaya	15	11	11	**37**
21	Mizoram	27	20	20	**67**
22	Nagaland	74	55	55	**184**
23	Orissa	712	534	534	**1,780**
24	Pondicherry	28	21	21	**70**
25	Punjab	192	144	144	**480**
26	Rajasthan	530	398	398	**1,326**
27	Sikkim	3	2	2	**7**
28	Tamil Nadu	643	482	482	**1,607**
29	Tripura	29	22	22	**73**
30	Uttar Pradesh	948	711	711	**2,370**
31	Uttaranchal	85	63	63	**211**
32	West Bengal	543	408	408	**1,359**
	Total:	**16,529**	**12,395**	**12,395**	**41,319**

CONSIGNEE ADDRESSES

SN	States	City	Address of Consignee (SACS/ART Centre)	Contact Person & Contact Number	Email ID
1	Andhra Pradesh	Hyderabad	Andhra Pradesh State AIDS Control Society, Directorate of Medical & Health Services, Sultan Bazar, Koti, Hyderabad-500059	Dr.K.Dayanand Rao, JD(CST), 99493-53904	jdcst.apsacs@gmail.com
2	Arunachal Pradesh	Pampumare	ART Centre, State Hospital Naharlagun, Papumpare Dist. - 791 110	Dr Tao Kaki, Nodal Officer, 94360-41972	artc_nahar@yahoo.co.in, dr.rkenrina@gmail.com
3	Assam	Guwahati	Assam State AIDS Control Society, Khanapara, Guwahati-781022	Dr Chiranjeev Bhattacharjya, I/C JD(CST), 096780-01800	assamsacs@gmail.com, cstasacs@gmail.com
4	Bihar	Patna	Bihar State AIDS Control Society, State Institute Of Health & Family Welfare, Sheikhpura, Patna-800015	Dr Meeta Sahai, Consultant (CST), 800211-4236	con_cst@bsacs.org, drmajmeetasahai1107@yahoo.co.in
5	Chandigarh	Chandigarh	Room No. 2019, 2nd Floor, Centre of Excellence, ART Centre Post Graduate Institute of Medical Education and Research (PGIMER), Chandigarh 160012	Dr Aman Sharma, Nodal Officer, 0172-2747857, Mr. Tirath, Pharmacist 09501000385	art_pgi_chandigarh@yahoo.com
6	Chhattisgarh	Raipur	Chattisgarh State AIDS Control Society, State Health Training Centre, Balaji Office Chowk, Kalibadi, Raipur Chattisgarh - 492001	Dr SK Binghwar, APD,98266-37781, Mr. Vikrant Verma, I/C JD(CST), 94252-32222, Mr. Vijay Shyam, 94250-26579	chattisgarhsacs@gmail.com vikrantverma22@gmail.com
7	Delhi	Delhi	Delhi State AIDS Control Society, B.S. Ambdedkar Hospital 1st & 2nd Floor, Dharamsala Block, Rohini Sector-6 Delhi-85	Ms. Vandana Dalba, AD (Nurshing) 87430-40303	cst.dsacs@gmail.com

SN	States	City	Address of Consignee (SACS/ART Centre)	Contact Person & Contact Number	Email ID
8	Goa	North Goa	ART Centre, Opp., Paediatric OPD First Floor, Goa Medical College, Bambolim, Tiswadi, Goa - 403 202	Dr. Nagesh Dubhashi, Nodal Officer, 98237-73053, (0832) 245 - 9196	artcentregoa@gmail.com, goaaids@gmail.com
9	Gujarat	Ahmedabad	Gujarat State AIDS Control Society, 0/1 Block, New Mental Hospital Complex, Menghaninagar, Ahmedabad-380016	Dr. Sudhir Chawla, JD(CST), 95588-25702	cst.gsacs@gmail.com
10	Haryana	Rohtak	ART Centre, Ward no. - 26, Post Graduate Institute of Medical Sciences, Rohtak - 127 001	Mr. Suresh, Pharmacist, ART CentreContact no. 01262-210276, 946758898482880-21873	art_rtk@yahoo.co.in, csthsacs@gmail.com, haryanasacs@gmail.com, pahalrenu@gmail.com
11	Himachal Pradesh	Shimla	Himachal Pradesh State AIDS Control Society, Block No. 38, Ground Floor, SDA complex, Kasumpti, Shimla-171009	Dr. Rajesh Thakur, SPO (CST), 098160-32406, Mr. Dheeraj Kumar, Store Incharge 09817255558	drrajeshthakur@gmail.com, sacshp@gmail.com, hpsacs@gmail.com
12	Jammu & Kashmir	Jammu	Project Director, Jammu & Kashmir State AIDS Control Society, House No. 90 Sector-3 Trikuta Nagar, Jammu (J&K)-180004	Dr. Amit Vaid , Consultant (CST), 9622212391. Mr. Dinesh (MEO), 09419018196, 09469536824	jksacs@gmail.com, dineshaddi@gmail.com consultantcst@gmail.com
13	Jharkhand	Ranchi	Jharkhand AIDS Control Society, Sadar Hospital Camp, Purulai Raod, Ranchi 834001	Dr U. P. Jaiswal, JD (CST), 9234603606	cstjharkhand@gmail.com, mmali_ksacs@yahoo.co.in
14	Karnataka	Banglore	Karnataka State AIDS Prevention Society, No. 4/13-1, Crescent Road, High Grounds, Bangalore-560001	Dr. Jaya Raju, JD(CST), 94498-46927	apdksaps@gmail.com jdcstksaps@gmail.com
15	Kerala	Thiruvananathapuram	Kerala State AIDS Control Society, IPP Building, Red Cross Road, Thiruvananathapuram, Keral-695035, Mr. Sunil Pillai, Store Incharge, 94960-	Dr. T.V. Veludhan, JD(CST), 94960-20805	tvvelayudhan@gmail.com, keralasacs@gmail.com, cst1@ksacs.in

SN	States	City	Address of Consignee (SACS/ART Centre)	Contact Person & Contact Number	Email ID
			20822		
16	Madhya Pradesh	Bhopal	Madhya Pradesh AIDS Control Society, OILFD Building, 1 Arera Hills, Bhopal-462011	Mr. Prashant Malaiya DD(CCC), 94258-63214	pmmpsacs@yahoo.co.in
17	Maharashtra	Mumbai	Mr. Abhay chaudhary, Store Officer - (93700-03700), Gala no. 7 building no. B5, Parasnath Complex, Dapoda, Mankolinaka, Bhiwandi, Thane, Maharashtra – 421308, Contact Person-Mr. Dinesh (99690-00589)	Dr Swapnali Patil, JD(CST), 73033-39987	jdcst@mahasacs.org
18	Mumbai	Mumbai	Mumbai District AIDS Control Society,Hospital Compound, Behind S.I.W.S. College,R.A. Kidwai Marg, Wadala (West), Mumbai-31	Dr Balkrishna Adsul I/C JD (CST)93239-60489Dr Anand Rankhambey80808-08035	cstmdacs@gmail.com
19	Manipur	Imphal	Manipur State AIDS Control Society, Medical New Secretariat, Annex Building, Western Block, Room No. 202, Imphal, Manipur-795001	Dr RK Rosie, I/C - JD (CST), 9856138153/9436235537	rkrosie.msacs@gmail.com, cstmanipursacs@gmail.com
20	Meghalaya	Shillong	ART Cenre, Civil Hospital, East Khasi Hills District, Shillong-793001	Dr A M R Diengdoh, Nodal Officer, 98630-60264, 0364-2502099	artc.shillong@gmail.com, ashoojs@yahoo.com
21	Mizoram	Aizawl	Mizoram AIDS Control Society, B-50, Mission Veng, J.Lalsangzuala Building, Aizawl-796005	Dr Richard Chawngthu, Consultant (CST), 85758-79235, Dr lalnuntluangi 96154-32021	mizoramsacs@gmail.com, cstmizoram@gmail.com
22	Nagaland	Kohima	Nagaland State AIDS Control Society, Health & Family Welfare Department, New Secretariat Building, Kohima-797001	Dr Vibeituonuo Mepfhiio, JD(CST), 94360-78701	nagalandsacs@gmail.com

SN	States	City	Address of Consignee (SACS/ART Centre)	Contact Person & Contact Number	Email ID
23	Orissa	Bhubaneshwar	Orissa State AIDS Control Society, (Deptt. Of Health & Family Welfare), 2nd Floor, Oil Orissa Building, Nayapalli, Bhubaneshwar-751012	Dr. Sanjay Kumar Pattanaik, JD (CST), 94374-38784	orissasacs@gmail.com, osacscst@gmailcom
24	Pondicherry	Pondicherry	Pondicherry ART Centre, OPD Block ,OPD No:41,1st Floor, Indira Gandhi Govt.General Hospital, & Post Graduate Institute(IGGGH &PGI), Rue Victor Simonel street, Pondicherry-605001, Phone No: 0413- 2224579, Fax : Pondicherry SACS -0413- 2343596	Dr. Barani Raja, Medical Officer, 98943-12810, 04132224579	ghp.arv@gmail.com, pondicherrysacs@gmail.com
25	Punjab	Chandigarh	Punjab State AIDS Control Society, 4th Level, Prayaas Building, Sector 38-B, Chandigarh	Ms. Kuldip Kaur, AD (Nursing), 0172-2625036	cstpunjab@gmail.com
26	Rajasthan	Jaipur	Rajasthan State AIDS Control Society,Medical & Health Directorate,Swasthaya Bhawan,Tilak Marg, “C” Scheme, Jaipur-302005	Mr. R.K.Soni , AD(Nurshing)94142-72444	cstrsacs@gmail.com
27	Sikkim	Gangtok	ART Centre STNM Hospital Complex, Gangtok, Sikkim - 737 101	Dr. Rinzing Lhamu CST In-Charge, 99323-23249	sikkimsacs@gmail.com, drlhamurinzing@gmail.com
28	Tamil Nadu	Chennai	Tamil Nadu Warehousing Corporation, Vilvarayanallaur, Near Gurukulam School, Madhuranthangam – 600306, Contact person: Mr.Sakthivel Murugan, Warehouse Inchare, 94441-76257	Dr. A. Ganesan, JD (CST), 9942678819	jdcst.tansacs@gmail.com
29	Tripura	Agartala	ART Centre, Agartala Government Medical College & GBP Hospital, Agartala, Tripura (W), Kunjaban - 799	Dr.Bijoy Kumar Das, Nodal Officer, 94361-20409	dr.bijoykumardas@yahoo.in

SN	States	City	Address of Consignee (SACS/ART Centre)	Contact Person & Contact Number	Email ID
			001		
30	Uttar Pradesh	Lucknow	Uttar Pradesh State AIDS Control Society, A Block, 4th Floor, PICUM Bhawan, Vibhuti Khand, Gomati Nagar, Lucknow-226001	Mr. Ramesh Srivastava, DD (CST), 94150-71403, O522-22720360, Dr Manu Bhatnagar, I/C JD (CST), 99350-33940	bhatnagar.drmanu@gmail.com , ddccc.upsacs@gmail.com
31	Uttarakhand	Dehradun	Uttarakhand State AIDS Control Society, Red Cross Bhawan, Near Directorate Medical Health, Dandalakhound, Gujrada, (Opp, I.T. Park), Sahstradhara Road, Dehradun.	Mr. Gagan Luthra, M&E Officer, I/C CST, 98976-04375	cstuasacs@gmail.com
32	West Bengal	Kolkata	Mr. Soumya Mondal, Store Officer (In-charge), West Bengal State AIDS Prevention and Control Society, Family Welfare Medical Stores,Government of West Bengal, 541B Rabindra sarani Bagbazar, Kolkata-700003.	Dr Sukamal Bisoi, JD(CST), 09477-143421, Mr. Somya Mandal-98361-35034	jdcst.wbsapcs@gmail.com

SECTION IV. TECHNICAL SPECIFICATIONS

PART A: Technical Specifications

Requirements	Please fill in Yes/No
<u>Schedule I</u>: Fixed Dose Combination of Zidovudine, Lamivudine & Nevirapine (Paediatric)	
1. Formulation of Medicine: Tablet for oral suspension/Dispersible Tablet	
2. Each tablet contains • Zidovudine 60 mg IP or any other pharmacopoiea • Lamivudine 30 mg IP or any other pharmacopoiea • Nevirapine 50 mg IP or any other pharmacopoiea	
3. Standard Shelf-life: 2 years (24 months)	
4. Quantity per Container: 60 nos.	
5. Primary Container: Suitable opaque plastic bottle to contain 60 tablets Each bottle duly sealed with plastic plug/diaphragm and should contain silicon packs. Tightly fitting suitable screw cap.	
6. Label: Glazed label in accordance with statutory requirement as per Drugs and Cosmetic Act as per Rule 96. Standard colour of labels to be as approved DAC.	
7. Secondary Container: 5 ply Shipper to accommodate 140 bottles per shipper. Shipper fabricated from virgin Kraft paper. 3 Liner – 150 GSM, 2 Flute – 150 GSM BS: NLT 12.5 KG/sq.cm. Each shipper to be labeled as per statutory requirements.	

Requirements			Please fill in Yes/No
<u>Schedule II:</u> Fixed Dose Combination of Zidovudine & Lamivudine (Paediatric)			
1. Formulation of Medicine:	Tablet for oral suspension/Dispersible Tablet		
2. Each tablet contains • Zidovudine • Lamivudine	 60 mg 30 mg	 IP or any other pharmacopoiea IP or any other pharmacopoiea	
3. Standard Shelf-life:	2 years (24 months)		
4. Quantity per Container:	60 nos.		
5. Primary Container:	Suitable opaque plastic bottle to contain 60 tablets Each bottle duly sealed with plastic plug/diaphragm and should contain silicon packs. Tightly fitting suitable screw cap.		
6. Label:	Glazed label in accordance with statutory requirement as per Drugs and Cosmetic Act as per Rule 96. Standard colour of labels to be as approved DAC.		
7. Secondary Container:	5 ply Shipper to accommodate 140 bottles per shipper. Shipper fabricated from virgin Kraft paper. 3 Liner – 150 GSM, 2 Flute – 150 GSM BS: NLT 12.5 KG/sq.cm. Each shipper to be labeled as per statutory requirements.		

Requirements		Please fill in Yes/No
<u>Schedule III</u>: Fixed Dose Combination of Stavudine, Lamivudine, & Nevirapine (Paediatric)		
1. Formulation of Medicine:	Tablet	
2. Each tablet contains • Stavudine • Lamivudine • Nevirapine	 6 mg IP or any other pharmacopoiea 30 mg IP or any other pharmacopoiea 50 mg IP or any other pharmacopoiea	
3. Standard Shelf-life:	2 years (24 months)	
4. Quantity per Container:	60 nos.	
5. Primary Container:	Suitable opaque plastic bottle to contain 60 tablets Each bottle duly sealed with plastic plug/diaphragm and should contain silicon packs. Tightly fitting suitable screw cap.	
6. Label:	Glazed label in accordance with statutory requirement as per Drugs and Cosmetic Act as per Rule 96. Standard colour of labels to be as approved DAC.	
7. Secondary Container:	5 ply Shipper to accommodate 140 bottles per shipper. Shipper fabricated from virgin Kraft paper. 3 Liner – 150 GSM, 2 Flute – 150 GSM BS: NLT 12.5 KG/sq.cm. Each shipper to be labeled as per statutory requirements.	

Requirements			Please fill in Yes/No
<u>Schedule IV:</u> Fixed Dose Combination of Stavudine & Lamivudine (Paediatric)			
1. Formulation of Medicine:	Tablet		
2. Each tablet contains • Stavudine • Lamivudine	 6 mg 30 mg	 IP or any other pharmacopoiea IP or any other pharmacopoiea	
3. Standard Shelf-life:	2 years (24 months)		
4. Quantity per Container:	60 nos.		
5. Primary Container:	Suitable opaque plastic bottle to contain 60 tablets Each bottle duly sealed with plastic plug/diaphragm and should contain silicon packs. Tightly fitting suitable screw cap.		
6. Label:	Glazed label in accordance with statutory requirement as per Drugs and Cosmetic Act as per Rule 96. Standard colour of labels to be as approved DAC.		
7. Secondary Container:	5 ply Shipper to accommodate 140 bottles per shipper. Shipper fabricated from virgin Kraft paper. 3 Liner – 150 GSM, 2 Flute – 150 GSM BS: NLT 12.5 KG/sq.cm. Each shipper to be labeled as per statutory requirements.		

Requirements			Please fill in Yes/No
<u>Schedule V</u>: Fixed Dose Combination of Abacavir & Lamivudine (Paediatric)			
1. Formulation of Medicine:	Tablet		
2. Each tablet contains • Abacavir Sulphate • Lamivudine	 60 mg 30 mg	 IP or any other pharmacopoiea IP or any other pharmacopoiea	
3. Standard Shelf-life:	2 years (24 months)		
4. Quantity per Container:	60 nos.		
5. Primary Container:	Suitable opaque plastic bottle to contain 60 tablets Each bottle duly sealed with plastic plug/diaphragm and should contain silicon packs. Tightly fitting suitable screw cap.		
6. Label:	Glazed label in accordance with statutory requirement as per Drugs and Cosmetic Act as per Rule 96. Standard colour of labels to be as approved DAC.		
7. Secondary Container:	5 ply Shipper to accommodate 140 bottles per shipper. Shipper fabricated from virgin Kraft paper. 3 Liner – 150 GSM, 2 Flute – 150 GSM BS: NLT 12.5 KG/sq.cm. Each shipper to be labeled as per statutory requirements.		

Requirements			Please fill in Yes/No
<u>Schedule VI:</u> Nevirapine (Paediatric)			
1. Formulation of Medicine:	Tablet for oral suspension/Dispersible Tablet		
2. Each tablet contains • Nevirapine	50 mg	IP or any other pharmacopoiea	
3. Standard Shelf-life:	2 years (24 months)		
4. Quantity per Container:	30/60 nos.		
5. Primary Container:	Suitable opaque plastic bottle to contain 30/60 tablets Each bottle duly sealed with plastic plug/diaphragm and should contain silicon packs. Tightly fitting suitable screw cap.		
6. Label:	Glazed label in accordance with statutory requirement as per Drugs and Cosmetic Act as per Rule 96. Standard colour of labels to be as approved DAC.		
7. Secondary Container:	5 ply Shipper to accommodate 140 bottles per shipper. Shipper fabricated from virgin Kraft paper. 3 Liner – 150 GSM, 2 Flute – 150 GSM BS: NLT 12.5 KG/sq.cm. Each shipper to be labeled as per statutory requirements.		

Requirements			Please fill in Yes/No
Schedule VII: Efavirenz (Paediatric)			
1. Formulation of Medicine:	Tablet		
2. Each tablet contains • Efavirenz	200 mg	IP or any other pharmacopoiea	
3. Standard Shelf-life:	2 years (24 months)		
4. Quantity per Container:	30 nos.		
5. Primary Container:	Suitable opaque plastic bottle to contain 30 scored tablets Each bottle duly sealed with plastic plug/diaphragm and should contain silicon packs. Tightly fitting suitable screw cap.		
6. Label:	Glazed label in accordance with statutory requirement as per Drugs and Cosmetic Act as per Rule 96. Standard colour of labels to be as approved DAC.		
7. Secondary Container:	5 ply Shipper to accommodate 140 bottles per shipper. Shipper fabricated from virgin Kraft paper. 3 Liner – 150 GSM, 2 Flute – 150 GSM BS: NLT 12.5 KG/sq.cm. Each shipper to be labeled as per statutory requirements.		

Requirements		Please fill in Yes/No
<u>Schedule VIII:</u> Fixed Dose Combination of Lopinavir & Ritonavir (Paediatric)		
1. Formulation of Medicine:	Tablet	
2. Each tablet contains • Lopinavir • Ritonavir	 100 mg IP or any other pharmacopoiea 25 mg IP or any other pharmacopoiea	
3. Standard Shelf-life:	2 years (24 months)	
4. Quantity per Container:	60/120 nos.	
5. Primary Container:	Suitable opaque plastic bottle to contain 60/120 tablets Each bottle duly sealed with plastic plug/diaphragm and should contain silicon packs. Tightly fitting suitable screw cap.	
6. Label:	Glazed label in accordance with statutory requirement as per Drugs and Cosmetic Act as per Rule 96. Standard colour of labels to be as approved DAC.	
7. Secondary Container:	5 ply Shipper to accommodate 140 bottles per shipper. Shipper fabricated from virgin Kraft paper. 3 Liner – 150 GSM, 2 Flute – 150 GSM BS: NLT 12.5 KG/sq.cm. Each shipper to be labeled as per statutory requirements.	

Requirements			Please fill in Yes/No
<u>Schedule IX</u>: Suspension of Lopinavir & Ritonavir (Paediatric)			
1. Formulation of Medicine: Oral Suspension			
2. Each ml of suspension contains • Lopinavir • Ritonavir	 80 mg 20 mg	 IP or any other pharmacopoiea IP or any other pharmacopoiea	
3. Standard Shelf-life:	2 years (24 months)		
4. Quantity per Container:	160 nos.		
5. Primary Container:	Packed in 200ml amber colored PET bottle with 28 mm white child resistance cap with liner and a measuring cap.		
6. Label:	Glazed label in accordance with statutory requirement as per Drugs and Cosmetic Act as per Rule 96. Standard colour of labels to be as approved DAC.		
7. Secondary Container:	5 ply Shipper to accommodate 140 bottles per shipper. Shipper fabricated from virgin Kraft paper. 3 Liner – 150 GSM, 2 Flute – 150 GSM BS: NLT 12.5 KG/sq.cm. Each shipper to be labeled as per statutory requirements. The supplier should have the facility to store and transport Syrup bottles in cold chain at 2 ^{0}C to 8 ^{0}C		

PART B: GENERAL TECHNICAL SPECIFICATIONS

Requirements		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 IP or any other pharmacopoiea.	
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.	
2.3	Failure to include any of this information may, at the discretion of the Purchaser, render the bid non-responsive.	
3.	**EXPIRATION DATE:** All products must indicate the dates of manufacture and expiry. In addition, unless otherwise stated in Part A of these Specifications, all products 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.	

4.	**RECALLS**: 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.	**LABELLING INSTRUCTIONS:** 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.	
5.1	The outer carton should also display the above information.	
6.	All cases should prominently indicate the following: (i) 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 No case should contain pharmaceutical or vaccine products from more than one batch.	
7.	**UNIQUE IDENTIFIERS:** The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging and in certain dosage forms, such as tablets, and this will be indicated in Part A of the Technical Specifications. The design of such logo shall be provided to the Supplier at the time of Contract award.	
8.	**QUALIFICATIONS OF MANUFACTURER**	

	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.	**STANDARDS AND QUALITY ASSURANCE FOR SUPPLY:**	
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.	

PART C- (I) Inspection & Tests (Clause 9 of GCC)

Our Minimum 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.	
f. Cost of sample will be borne by the Supplier.	

(II) SPECIAL INSTRUCTIONS

<table>
<tr><th colspan="4">Our Minimum Requirements</th><th>Please fill in Yes/No</th></tr>
<tr><td>1.</td><td colspan="3">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</td><td></td></tr>
<tr><td>2.</td><td colspan="3">Life of the product, indicating the date of manufacture and date of expiry should be printed as per Drugs & Cosmetics Act-India.</td><td></td></tr>
<tr><td>3.</td><td colspan="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.</td><td></td></tr>
<tr><td>4.</td><td colspan="3">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;
<table>
<tr><td>i)</td><td>Project</td><td>NATIONAL AIDS CONTROL PROGRAMME</td></tr>
<tr><td>ii)</td><td>RITES IFB No</td><td></td></tr>
<tr><td>iii)</td><td>Country of origin of Goods</td><td></td></tr>
<tr><td>iv)</td><td>Supplier’s Name and</td><td></td></tr>
<tr><td>v)</td><td>Packing list reference number</td><td></td></tr>
</table>
Each outer packing containing the unit packing should have the following label printed in bold letters in large size.
<table>
<tr><td>i)</td><td>Purchaser’s Name</td><td>Ministry Of Health & Family Welfare, Govt. of India, through RITES</td></tr>
<tr><td>ii)</td><td>Project:</td><td>NATIONAL AIDS CONTROL PROGRAMME</td></tr>
<tr><td>iii)</td><td>RITES IFB No</td><td></td></tr>
<tr><td>iv)</td><td>Country of origin of Goods</td><td></td></tr>
<tr><td>v)</td><td>Supplier’s Name</td><td></td></tr>
</table></td><td></td></tr>
</table>

Annexure1

Sl.	Bar coding requirements for all medical supplies	*Please fill in* Yes/No
1	**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.	
2	**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.	
3	**Section C) Tertiary level packaging (Shipper level packaging)** At shipper level packaging , a single label containing two barcodes needs to	

Sl.	**Bar coding requirements for all medical supplies**	***Please fill in*** Yes/No
	be generated and stickered . The barcodes will encode following information: The first barcode will contain the following information: 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.	

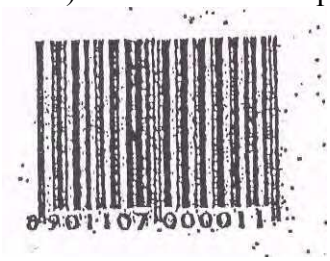
Annexure "A"

Examples of Primary Level Packaging

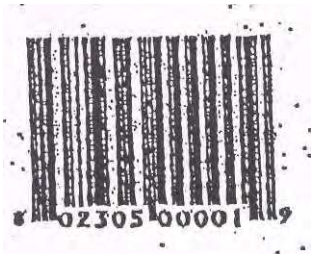
For generation of GSI barcode at primary level packaging either of the mentioned symbologies can be used, following GSI General Specifications.

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)

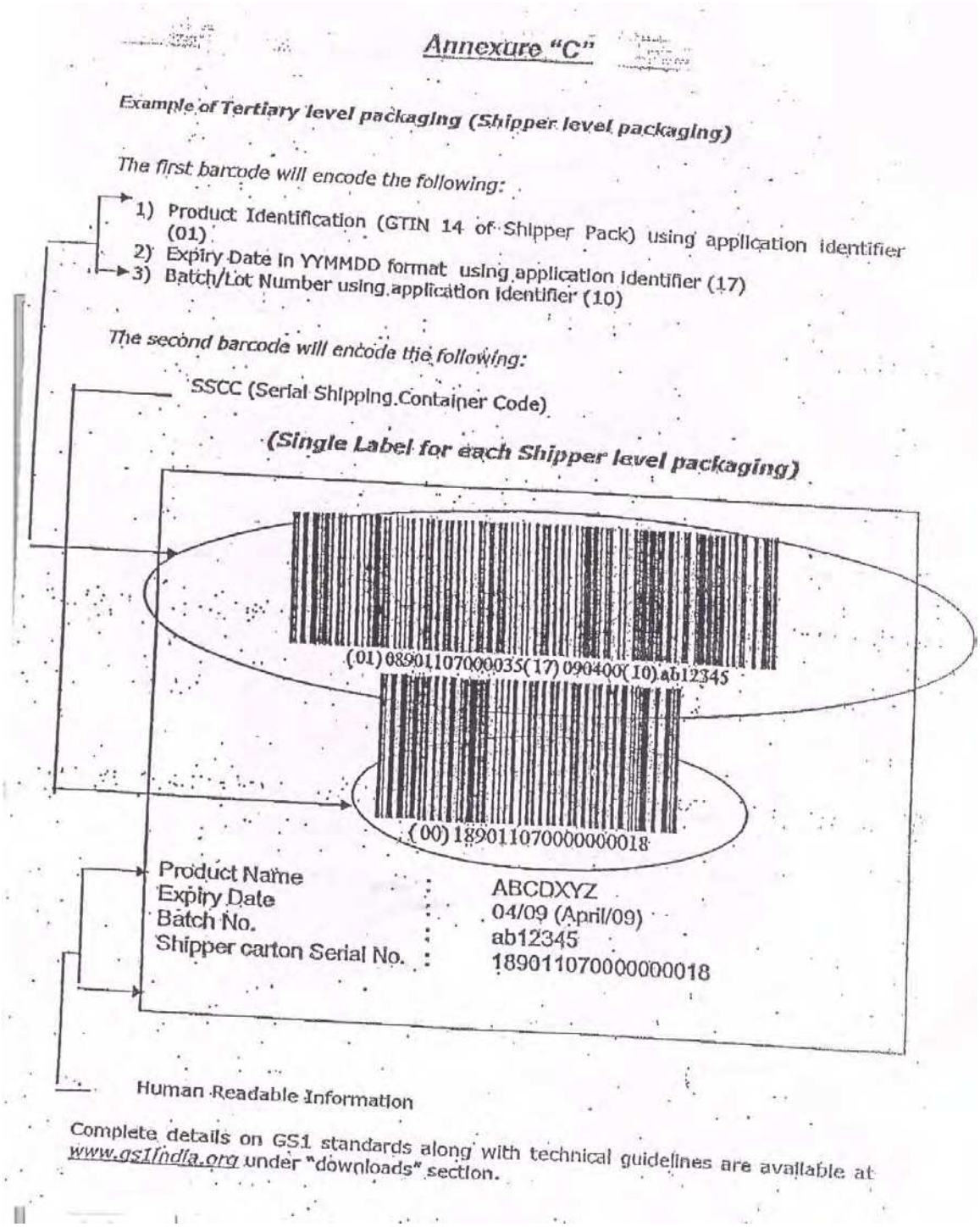
(01)08901107000011

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)
(01) 08901107000035 (17) 090400 (10) ab12345
(00) 189011070000000018
Product Name : ABCDXYZ
Expiry Date : 04/09 (April/09)
Batch No. : ab12345
Shipper carton Serial No. : 189011070000000018
Human Readable Information
Complete details on GS1 standards along with technical guidelines are available at www.gs1india.org under "downloads" section.

SECTION V. SAMPLE FORMS

SAMPLE FORMS

1. Bid Form

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

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

[insert: name of Contract]

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

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. *[insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents **for the sum of Rs. _____[*insert: amount in figures](insert: amount in words)*** (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 a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 17.1 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

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

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

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

Name and Address of Agent	Amount in Indian Rupees	Purpose of Commission or Gratuity

(if none, state "none")

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

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

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

Signed:

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

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

2a. Price Schedule for indigenous items

1	2	3	4	5	6	7		8		9		10	11	12
Schedule No	Product	Unit pack size	Quantity offered	Per Unit Ex-factory Ex-warehouse Ex-showroom Off-the-shelf Price	Total Ex-factory Ex-warehouse Ex-showroom Off-the-shelf Price	Total Excise /Custom duty, if any		Total Sales Tax/ VAT if any		Other charges including inland transportation, incidental charges etc.		Total price	Name of manufacturer	Country of origin
						In %	In INR	In %	In INR	Per Unit charges	Total Charges			
					(a) = 4 x 5		(b)		(c)		(d)	(a+b+c+d)		

Note:

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

(b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.

(c) "We hereby declare that in quoting the above price, we have taken into account the entire credit on inputs available under the CENVAT CREDIT scheme & VAT.

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

Signed: _____

Dated: _____

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

2b. Price Schedule for imported items

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

Note:

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

(b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.

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

Signed: _____

Dated: _____

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

2c. Price Schedule for already imported items

1	2	3	4	5				6	7	8	9
Schedule No	Product	Unit pack size	Quantity offered	**Price for each unit**				Total Unit price	Total price	Name of manufacturer	Country of origin
				Unit price including Custom/import Duties (in INR)	Sales Tax/ VAT if any		Other charges including inland transportation etc. (in INR)				
					In %	In INR					
				(a)		(b)	(c)	(a+b+c)	4 x 6		

Note:

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

(b) In case of discrepancy between price quoted in figure and words, price in words, shall

(c) prevail.

The supplier should provide the details of custom duty already paid/payable separately

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

Signed: _____

Dated: _____

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

3. Bid Security Form

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

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

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

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

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

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder

   (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or

   (b) does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity

   (a) fails or refuses to sign the Contract Agreement when required; or

   (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

   (c) In case of any false, incorrect or misleading information provided in the bid.

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

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

For and on behalf of the Bank

Signed:_____
Date: _____

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

Common Seal of the Bank

4. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

   (a) This Contract Agreement

   (b) Instruction to bidder

   (c) General Conditions of Contract

   (d) Technical Requirements (including Technical Specifications, Functional Requirements and Implementation Schedule)

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

   (f) The Schedule of Requirements

   (g) The Purchaser's Notification of Award

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

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and

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

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

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

SL. NO.	BRIEF DESCRIPTION OF PHARMACEUTICALS & VACCINES	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

Signed: _____

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

in the presence of _____

For and on behalf of the Supplier

Signed: _____

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

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

and

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

5. Performance Security Bank Guarantee

(unconditional)

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

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

Dear Sir or Madam:

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

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

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

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

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

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

For and on behalf of the Bank

Signed:_____
Date: _____
in the capacity of: *[insert: **title or other appropriate designation**]*
Common Seal of the Bank

6. Proforma for Performance Statement (for a period of last five years)

Bid No. _____Date of opening_____Time _____ Hours _____

Name of the Firm_____

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

Signature and seal of the Bidder _____

Countersigned by seal of 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

7. Manufacturer's Authorization

Deleted

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

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

No. Date

To
MSM Division, RITES Ltd., RITES Office Complex, Annex Building, 4th Floor,
Plot No.144, Sector 44, Gurgaon - 122003, Haryana.
Fax: 91(124)2571659/2571660, Tel: 91(124) 2728-408/405/403
Email: rites_naco@rediffmail.com, rites_naco@rites.com

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

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

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

Copy To:

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

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

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

No. Date

To
MSM Division, RITES Ltd., RITES Office Complex, Annex Building, 4th Floor,
Plot No.144, Sector 44, Gurgaon - 122003, Haryana.
Fax: 91(124)2571659/2571660, Tel: 91(124) 2728-408/405/403
Email: rites_naco@rediffmail.com, rites_naco@rites.com

Project Name	:National HIV/AIDS Control Programme
Purchaser	:RITES Ltd., Gurgaon, Haryana on behalf of MoH&FW (NACO)
Contract i.e. NOA No. & Date	:
Description of Goods (Schedule No.)	:
Delivery Lot No.	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Batch No(s).	:
Manufacturing Date(s)	:
Expiry Date(s)	:
Invoice No. and Date	:
Date of Final Acceptance	:
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

10. AFFIDAVIT(On Stamp Paper)

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

Name: _____

Address: _____

(Supplier full address)

Witness 1 _____

Address:_____

Witness 2 _____

Address _____

Note:

1. The affidavit is to be submitted on a non judicial stamp paper of Rs 100 /-(Rupee hundred) duly 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.

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

1. Name & full address of the Manufacturer:

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

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

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

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

	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:

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

Signature and seal of the Bidder

12. INTEGRITY PACT

Between
RITES LTD. acting for and on behalf of and as an Agent / Power of Attorney Holder of _____hereinafter called the "Purchaser" AND
_____ hereinafter referred to as "The Bidder/Suplier"

Preamble

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

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

Section 1 – Commitments of the Purchaser

(1) The Purchaser commits himself to take all measures necessary to prevent corruption and to observe the following principles:-

1. No employee of the Purchaser, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

2. The Purchaser will, during the tender process, treat all Bidders with equity and reason. The Purchaser will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The Purchaser will exclude from the process all known prejudiced persons.

(2) If the Purchaser obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Purchaser will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Supplier

(1) The Bidder/Supplier commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder/Supplier will not directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Supplier will not commit any offence under the relevant IPC/PC Act; further the Bidder/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4- Compensation for Damages

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

(2) If the Purchaser has terminated the contract during execution in terms of the provisions under Section 3, the Purchaser shall be entitled to demand and recover from the Supplier the damages equivalent to Performance Security.

Section -5 Previous transgression

(1) The Bidder/ Supplier declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder/Supplier makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

Section -6 Equal treatment of all Bidders/Suppliers

(1) The Bidder/Supplier undertakes to demand from all partners (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Purchaser before signing the contract.

(2) The Bidder/ Supplier confirms that any violation by any of his partners to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Supplier himself, leading to possible Termination of Contract in terms of Section 4.

(3) The Purchaser will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidders/Suppliers

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

Section -8 Independent External Monitor/Monitors

(1) The Purchaser shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the MD/RITES Ltd.

(3) The Bidder/Supplier accepts that the Monitor has the right of access without restriction to all Project documentation of the Purchaser including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Supplier/Partners with confidentiality.

(4) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Purchaser and the Supplier. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Purchaser or the Bidder/ Supplier, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.

(6) The Monitor will submit a written report to the MD/RITES Ltd. within 8-10 weeks from the date of reference or intimation to him by the Purchaser and should the occasion arise, submit proposal for correcting problematic situations.

(7) If the Monitor has reported to the MD/RITES Ltd. of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/RITES Ltd. has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(8) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

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

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

Section 10 Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Supplier is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being incharge and who holds the Power of Attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with

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

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

RITES Ltd.
Agent / Power of Attorney Holder

_____
_____
(For & on behalf of the Purchaser) (For the Bidder/Supplier)

(Office Seal) (Office Seal)

Place:……
Date:…….

Witness 1:

(Name & Address) ----------

Witness 2

(Name & Address) ----------

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12. Breakup of EXW price

(To be furnished separately for each line item)

Line item No ……
EXW Price……

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

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

13 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 upto 45-days beyond the bids validity) as specified in ITB Data Sheet clause18.2**)		
	(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		**Documents establishing post qualification (ITB 6)**		
(a)		The bidder shall be prequalified by the World Health Organization (WHO) for the product being offered and the prequalification/approval should be valid on the date of submission of bid.		
(b)		Certificate of incorporation of Manufacturer		
(c)		Manufacturing Licence of the good(s) quoted in bid		
(d)		Proof of Exp in manufacturing & marketing of specific goods for at least 1(one) years, Indicate Serial No. in performance statement		
(e)		Proof of experience in manufacturing & marketing of similar goods for at least 3 years, Indicate Serial Nos. in performance statement		
(f)		Performance statement as per required Proforma, along with supporting documents		
(g)		WHO GMP certificate		
(h)		COPP Certificates of the specific item		
(i)		Indicate Sr. No. in performance statement which establishes the post qualification criteria of completing one similar contract in last five years		
(j)		Certificate of having achieved Annual production rate of equivalent product for last 5 years by CA		
(k)		Certificate of installed capacity of the manufacturing site(s) which is approved by WHO/GFATM certified by Chartered Accountant		
(l)		Certificate by CA of annual turnover for last 3 (three) fiscal years		
(m)		Copies of balance sheet & Profit & Loss statement certified by the auditor for last 3 (three) fiscal years		
5		Documents to establish that **product is registered in India** as per ITB clause 6.4 if applicable		
6		**Affidavit to disclosure** about any instance of **debarment/blacklisting by state or central Govt. Health organisation**		
7		**No deviation statement on technical specification**		
8		**Check list of technical specification. Please give compliance (Yes/No) of each clause of technical specification in tabular form.**		
9	(a)	**Agreement with all terms and condition of the bid document**		
	(b)	If no, have you indicated deviations		
10	(a)	**Mentioned Price in the appropriate Proforma**		
	(b)	**Conditional or unconditional discount** mentioned in the bid (if any)		

Sl. No.		Activity	Yes/No/ NA	Page No. in the Bid
11		Copies of original documents defining the constitution or **legal status, place of registration, and principal place of business; for both manufacturer & non manufacturer**		
12		**Undertaking** as per clause ITB 6 (C)(6) {The **bidder** and the **manufacturer** whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is procured by the bidder, that may have resulted into adverse actions taken against the bidder during the last three years. Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. **If no adverse action has been taken against the Bidder, the Bidder must provide a statement in its** bid saying that there has been no such previous past performance resulting in adverse actions being taken against him.}		
13	(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**.		
14		**List of drugs being manufactured** by the bidder with product registration/ **license number and date**.		
15		Form 11: Proforma for other details of Bidder, Manufacturer and its Bank		
16		Form 12: Integrity Pact		
17		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 and also Sales tax/VAT clearance certificate.		