

**Invitation for Bids (IFB)**  
**(National Competitive Bidding)**

**Country** : **India**  
**Name of Project** : **National AIDS Control Programme**  
**Loan No.** : **IDA 52360 (IDA)**  
**Name of Goods** : **Methadone Syrup(5mg/ml)**  
**IFB No.** : **BITES/MSM/NACP/01/WB/2019**

1. *This invitation for bids follows the general procurement notice for this programme that appeared in United Nations Development Business (UNDB) Website on 7<sup>th</sup> May 2012.*
2. Government of India has received a Credit No. **IDA 52360** from the International Development Association (IDA) towards the cost of World Bank assisted **National AIDS Control Programme** and it is intended that part of the proceeds of this fund will be applied to eligible payments under this proposed project for supply of **Methadone Syrup(5mg/ml)** . **The details are as under:-**

Sch No.	Description of Goods	Unit	Quantity	Bid Security in Indian Rupees	Bid Security in USD
I	Methadone Syrup (5mg/ml)	Litre	3800	1,26,000.00	1800
	<b>Total:</b>		<b>3800</b>	<b>1,26,000.00</b>	<b>1800</b>

3. **Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India, 6<sup>th</sup>& 9<sup>th</sup> Floor, Chanderlok Building, 36 Janpath, New Delhi, through BITES Ltd., Gurgaon** who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi) now invites sealed bids from eligible bidder for the **Procurement of Methadone Syrup(5mg/ml)** in the quantity as per Schedule of Requirement to the consignee located at **various states all over India**.
4. Bidding will be conducted through the International Competitive Bidding procedures specified in the World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits [January 2011] ("Procurement Guidelines"),, *and is open to all eligible bidders* as defined in the Procurement Guidelines..
5. Interested eligible Bidders may obtain further information from BITES Ltd. and inspect the bidding documents at the address given below from 1000 to 1600 hrs.(IST) on all working days.
6. Detailed Bid documents may be downloaded free of cost from Central Public Procurement (CPP) portal (<https://etenders.gov.in/eprocure/app>) prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. To participate in the E-Bid Submission for BITES, it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app>., using a valid Class III Digital Signature Certificate (DSC) and valid email address. The bidders will be required to submit their bids online

on the e-Procurement Module. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. It is construed that the bidder has read all the terms and conditions before submitting their offer.

7. The bidders or their official representatives are invited to attend a pre-bid meeting which will take place on **05.09.2019 at 1430 hrs. (IST)** at the address mentioned below. Please note that non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.
8. Dead line for submission of bids is **14:15 hours on 10.10.2019 (IST)**. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –VII: Schedule of Requirements. The bidder must submit the bid security in “ORIGINAL” *in a sealed envelope* on or before bid submission date and time to the address below. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below at **14:30 hours on 10.10.2019 (IST)**.

**Group General Manager/MSM  
RITES Ltd.,  
MSM Division, RITES Bhawan-II,  
4<sup>th</sup> Floor, Plot No.144, Sector 44,  
Gurgaon-122003 (Haryana), India  
Fax: 91(124)2571659/2571660  
Tel: 91(124) 2728-409/410/422  
Email: [rites\\_naco@rediffmail.com](mailto:rites_naco@rediffmail.com)**

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



Government of India

*National AIDS Control Programme*

**NATIONAL COMPETITIVE BIDDING**

**e-Procurement Document**

*For*

*Procurement of Methadone Syrup (5mg/ml)*

**IFB NO.:- RITES/MSM/NACP/01/WB/2019**

**Country: India**



*(Procurement Agent)*

*Materials System Management Division*

**RITES Ltd., RITES Office Complex, Annex Building, 4<sup>th</sup> Floor,  
Plot No.144, Sector 44**

**Gurgaon - 122003, Haryana, INDIA**

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

**MINISTRY OF HEALTH & FAMILY WELFARE**  
**National AIDS Control Organization**  
**Through**  
**rites Ltd.,**  
**rites Bhawan-II, 4<sup>th</sup> Floor, Plot No.144, Sector 44**  
**Gurgaon - 122003, Haryana, India**  
**Fax: 91(124) 2571659/2571660**  
**Tel: 91(124) 2728-409/410/422**

**NATIONAL COMPETITIVE BIDDING**  
**FOR**  
**Procurement of *Methadone Syrup(5mg/ml)***

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

**BID REFERENCE: - RITES/MSM/NACP/01/WB/2019**

Published Date	22.08.2019
Bid Document Download / Sale Start Date	22.08.2019
Pre- Bid Meeting Date & Time	05.09.2019 at 1430Hrs (IST)
Pre-bid Query Receipt Start Time & Date	23.08.2019 from 1000 Hrs (IST)
Bid submission Start Date & Time	22.08.2019 from 1600 Hrs (IST)
Bid submission End Date & Time	<b>10.10.2019 up to 1415 Hrs. (IST)</b>
Bid Opening Date & Time	<b>10.10.2019 at 1430 Hrs. (IST)</b>
<b>PLACE OF OPENING OF BIDS:</b>	<b>rites Ltd., MSM Division, rites Bhawan-II, 4<sup>th</sup> Floor, Plot No.144,Sector 44, Gurgaon-122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/422</b>
<b>ADDRESS FOR COMMUNICATION:</b>	<b>rites Ltd., MSM Division, rites Bhawan-II, 4<sup>th</sup> Floor, Plot No.144,Sector 44, Gurgaon-122003 (Haryana), India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/422 Email: rites_naco@rediffmail.com</b>

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# **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**
  - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or nutritional supplements) and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
  - 1.2 Throughout these Bidding Documents:
    - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day.
- 2. Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS** The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
  - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

- 3. Corrupt and Fraudulent Practices**
- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
  - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (f) any of its affiliates participated as a consultant in the

- preparation of the design or technical specifications of the goods that are the subject of the bid; or
- (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract
- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified**

**in the BDS.**

- 4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.
- 4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods and Related Services**

- 5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For purposes of this Clause, the term "Goods" includes any goods that are the subject of this Invitation for Bids, and "Related Services" includes services such as transportation, insurance,

commissioning and training.

- 5.3 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Document**

### **6. Sections of Bidding Document**

- 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Bank Policy-Corrupt and Fraudulent Practices

#### **PART 2 Supply Requirements**

- Section VII. Schedule of Requirements

#### **PART 3 Contract**

- Section VIII. General Conditions of Contract (GCC)
- Section IX. Special Conditions of Contract (SCC)
- Section X. Contract Forms

- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.
- C. Preparation of Bids**
- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the**
- 11.1 The Bid shall comprise the following:

**Bid**

- (a) Letter of Bid in accordance with ITB 12;
- (b) completed schedules, in accordance with ITB 12 and 14
- (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
- (d) Alternative bids, if permissible, in accordance with ITB 13;
- (e) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (f) Documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (g) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
- (h) Documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
- (i) Documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
- (j) Any other document **required in the BDS.**

11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid and Price Schedules**

12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

**14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS**. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country,

in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
  - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS;**
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS;**
- (c) For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference

between (i) and (ii) above;

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

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

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

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

**15. Currencies of Bid and Payment**

15.1 The currency(ies) of the bid and the currency(ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**

15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**

16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.

16.2 To establish the conformity of the Health Sector Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.

16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of

(a) an item-by-item commentary on the provisions of Section VII, Schedule of Requirements demonstrating substantial responsiveness of the Goods and Services to the specifications, or a statement of deviations and exceptions to

the provisions of the specifications; and

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

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

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

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

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

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

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

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents  
Establishing the  
Eligibility and  
Qualifications  
of the Bidder**

17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the

Purchaser's satisfaction:

- (a) that a Bidder that does not manufacture or produce the Health Sector Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that in case of a Bidder not doing business within the Purchaser's Country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria (see additional clauses for pharmaceuticals and vaccines).

#### **18. Period of Validity of Bids**

- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB22.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.
- 18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:
  - (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
  - (b) In the case of adjustable price contracts, no adjustment shall be made.
  - (c) In any case, bid evaluation shall be based on the bid price

without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :

- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.

19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.

19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the

contract and furnished the required performance security.

19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB41; or
  - (ii) furnish a performance security in accordance with ITB 42.

19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB41; or furnish a performance security in accordance with ITB 42;

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

## 20. Format and Signing of Bid

20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached

to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

### **D. Submission and Opening of Bids**

#### **21. Sealing and Marking of Bids**

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser in accordance with ITB 24.1;
  - (c) bear the specific identification of this bidding process indicated in ITB1.1; and
  - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, 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 and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 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 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 23. Late Bids**
- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies ). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening**
- 25.1. The Purchaser shall publicly open and read out in accordance with ITB25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked

“SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.

- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per item or lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).
- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

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

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection

of its Bid.

26.3 Notwithstanding ITB 26.2, 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 the bidding process, it should do so in writing.

**27. Clarification of Bids**

27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.

27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

**28. Deviations, Reservations, and Omissions**

28.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**29. Determination of Responsiveness**

29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would
  - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services

specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.

29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**30. Nonconformities, Errors and Omissions**

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non conformities in the Bid.

30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

**31. Correction of Arithmetical Errors**

31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and

the total shall be corrected; and

- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.

**32. Conversion to Single Currency**

32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.

**33. Margin of Preference**

33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.

**34. Evaluation of Bids**

34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.3;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;

34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the

lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria

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

- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
- (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
- (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).

### **35. Comparison of Bids**

35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

### **36. Qualification of the Bidder**

36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

**37. Purchaser's  
Right to Accept  
Any Bid, and to  
Reject Any or  
All Bids**

37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

### **F. Award of Contract**

**38. Award Criteria**

38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**39. Purchaser's  
Right to Vary  
Quantities at  
Time of Award**

39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**40. Notification of  
Award**

40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:

- (i) name of each Bidder who submitted a Bid;
- (ii) bid prices as read out at Bid Opening;

- (iii) name and evaluated prices of each Bid that was evaluated;
- (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
- (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.

40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.

#### **41. Signing of Contract**

41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.

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

41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

#### **42. Performance Security**

42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.

- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	<p><b>Name of Purchaser:</b> Ministry of Health &amp; Family Welfare, (National AIDS Control Organization), Government of India. New Delhi</p> <p><b>Name of Authorized Procurement Agent:</b>  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) 2728-409/410/422 E-Mail: rites_naco@rediffmail.com</p> <p>RITES will be handling the bidding process as well as sign the contracts for this IFB on behalf of the Purchaser. The Purchaser will exercise all rights and obligations through RITES for the purpose of this tender.</p> <p>Type of Goods: <b>Methadone Syrup(5mg/ml)</b></p> <p>Name and identification number of the Contract: <b>Sch I :- Procurement of Methadone Syrup(5mg/ml)</b></p> <p><b>IFB No. - RITES/MSM/NACP/01/WB/2019</b></p>
ITB 2.1	<p>Name of the Borrower: <b>Ministry of Health &amp; Family Welfare, (Govt of India.)</b></p> <p>Name of Project: <b>National AIDS Control Programme</b></p> <p><b>Project Credit No:</b> Loan: IDA 52360 (IDA)</p> <p>Loan or Financing Agreement Amount: USD 255 million</p>

<b>ITB 4.4</b>	Applicable edition of the <i>Guidelines: Procurement under IBRD Loans and IDA Credits</i> : [January 2011] A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a> .
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For the purpose of obtaining clarification the Purchaser's address is :-</p> <p style="text-align: center;"> <b>Group General Manager/MSM</b>            RITES Ltd., (Procurement Agent)            MSM Division, RITES Office Complex, Annex Building,            4th Floor, Plot No.144, Sector 44,            Gurgaon-122003 (Haryana), India            Fax: 91(124)2571659/2571660            Tel: 91(124) 2728-409/410/422            Email: rites_naco@rediffmail.com         </p> <p>A prospective Tenderer requiring any clarification on the Bid Document may notify online only. Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such questions raised and clarifications furnished will be uploaded in Central Public Procurement Portal (www.etenders.gov.in ) RITES (www.rites.com) NACO (www.naco.gov.in) without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded</p>
<b>ITB 7.2</b>	<p>Add as clause 7.2 to the ITB the following</p> <p><b>Pre Bid Meeting:-</b> the bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below:-</p> <p>Date: <b>05.09.2019</b>          Time: 1430 Hrs. (IST)</p> <p><b>Venue:</b>          MSM SBU,          RITES Ltd., RITES Office Complex,          Annex Building, 4th Floor, Plot No. 144, Sector 44,          Gurgaon – 122003, Haryana, India.</p> <p>Non attendance at pre bid meeting will not be a cause for disqualification of a bidder.</p>

	<b>C. Preparation of Bids</b>
<b>ITB 10.1</b>	The language of the bid and all correspondence exchange is: English. Language for translation of supporting document and printed literature is: <b>English.</b>
<b>ITB 11.1 (e)</b>	<p>Add the following</p> <p>For Indian Bidders: Scanned copy of Power of Attorney should be uploaded on the CPPP portal and is to be submitted before bid submission deadline. The Power of Attorney shall be on non judicial stamp paper and the person signing the Power of Attorney should sign by hand. Stamped, electronic or scanned signature on the Power of Attorney is not acceptable and such bid will be considered non-responsive.</p> <p>For foreign bidders: Scanned copy of Power of Attorney should be uploaded on the CPPP portal and original hard copy of Power of Attorney is to be submitted before bid submission deadline. Power of attorney shall be on a paper similar to non judicial stamp paper, if any, as per the law of the country of the bidder. If there is no such legal paper available in the country of the bidder, the same should be confirmed under the stamp and signature by hand of the person signing the power of attorney. In such a case Power of Attorney can be submitted on plain paper duly signed by hand. Stamped, electronic or scanned signature on the Power of Attorney is not acceptable and such bid will be considered non-responsive.</p>
<b>ITB 11.1 (j)</b>	<p>The following documents must be included with the bid:</p> <p>Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted:</p> <ul style="list-style-type: none"> <li>(i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: <ul style="list-style-type: none"> <li>(a) is incorporated in the country of manufacture of the Goods;</li> <li>(b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods; A copy of its manufacturing license, a statement of installed manufacturing capacity &amp; list of drugs being manufactured by the bidder with product registration/ license number and date should be submitted.</li> <li>(c) has manufactured and marketed the specific goods covered by this Bidding Document, for at least two (2) years, and for</li> </ul> </li> </ul>

	<p>similar Goods for at least five (5) years;</p> <p>(d) a statement of installed manufacturing capacity duly certified by Chartered Accountant.</p> <p>(e) details of on-site quality control laboratory facilities and services and range of tests conducted;</p> <p>(f) 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 or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission;</p> <p>(g) has a valid Certificate of Pharmaceuticals Product (COPP) as recommended by the WHO for each product code offered.</p> <p><b>Note: WHO GMP and COPP should be valid on the date of bid opening.</b></p> <p>(ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce,</p> <p>(a) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the Purchaser's country; and</p> <p>The Bidder shall also submit the following additional information:</p> <p>(a) copies of its audited financial statements for the past three fiscal years;</p> <p>(b) list of major supply contracts conducted within the last five years.</p> <p>(c) an undertaking to accept all technical &amp; commercial terms of bid document without any deviation.</p> <p>Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A "primary manufacturer" is defined as a company that performs all the manufacturing and formulating operations needed to</p>
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	<p>produce pharmaceuticals or nutritional supplements in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the Goods offered.</p> <p>The following details shall also be provided by Indian Bidders:</p> <ul style="list-style-type: none"> <li>a) Name, address, PAN. and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company.</li> <li>b) Company's PAN and Income Tax details and ward/circle where it is being assessed,</li> </ul> <p>Registration details of the company under GST and other laws as may be applicable.</p>
<b>ITB 13.1</b>	Alternative bids <b>shall not</b> be accepted. The bidder should not submit more than one bid for any Schedule.
<b>ITB 14.2</b>	Replace "lots (contracts)" with "Schedules (contracts)". Schedule(s) are specified in Section VII Schedule of Requirements.
<b>ITB 14.4</b>	Deleted
<b>ITB 14.5</b>	<p>The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.</p> <p>Prices quoted by the Bidder shall be <b><i>fixed</i></b>.</p>
<b>ITB 14.6</b>	<p>The following is deleted</p> <p>"Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time."</p>
<b>ITB 14.7</b>	The INCOTERMS edition is 2010.
<b>ITB 14.8</b>	<p>Add at the end of the Para the following</p> <p>"The bidders are allowed the option to submit the bids for any one or more schedules specified in the 'Schedule of Requirements'"</p>
<b>ITB 14.8 (a) (i) &amp;(ii)</b>	Replace the words " Sales Tax" with " Goods & Services Tax"

<b>ITB 14.8 (a)</b>	<p>Add the following at the end of this clause:</p> <p>“Note:</p> <p>Bidders may like to ascertain availability of Deemed Export or other Benefits available in India to the contracts financed under the World Bank loan/credits. They are solely responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever; the Purchaser will not compensate the bidder.</p> <p>Where the bidder has quoted taking into account such benefits, it must give all information required for issue of necessary certificate (i.e. Project Authority / Payment/Other Certificates) in terms of Government of India’s relevant notifications along with its bid as per form stipulated in section IV (Form 10) The Project Authority / Payment/Other Certificates will be issued on this basis only and no subsequent change will be permitted.</p> <p>If the bidder has considered the tax/duty exemption in its bid, the bidder shall confirm and certify that the Purchaser will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate. The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/ duty exemption or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and liable to rejection”</p> <p>However it may be noted that Project Authority Certificate will be issued only if Deemed Export Benefits are applicable.</p>
<b>ITB 14.8 (a) (iv)</b>	<p>Insert the following as Clause 14.8 (a) ( iv)</p> <p>The incidental services to be provided are specified in clause 25.2 of the special conditions of contract.</p>
<b>ITB 14.8 (b) (i) and (c) (v)</b>	<p>Prices of goods offered shall be quoted as CIP. The named place of destination is as mentioned in the schedule of requirement.</p> <p>The purchaser is responsible for providing exemption letter for Custom/Import duties (if applicable) on receipt of notification from supplier. The supplier shall notify the purchaser about the anticipated date of arrival of consignment(s) at least 15 days in advance. The supplier is responsible for custom clearance of goods and transporting the consignment(s) to final destinations as indicated in Schedule of Requirement (Section VII)</p>
<b>ITB 14.8 (a)</b>	<p>“The final destination is specified in Schedule of Requirements (Section VII).</p>

<b>(iii) and (c)(v)</b>	The purchaser reserves the right to change any consignee at the time of placement of order.
<b>ITB 14.8 (b) (ii)</b>	Deleted.
<b>ITB 14.8 (b) (iii)</b>	<p>Insert the following new Sub-Clause 14.8 (b) (iii):</p> <p>“For agents and service facilities in the purchaser’s country. If a foreign bidder has engaged an agent in the purchaser’s country, the agency commission payable to the agent shall be indicated in the space provided in the price schedule. The bidder will also be required to give the following details in the bid:</p> <p>(i) the name and address of the local agent;</p> <p>(ii) what service the agent renders;</p> <p>the amount of remuneration for the agent included in the bid price.”</p>
<b>ITB 14.8 (c) (iii)</b>	Prices of goods offered shall be quoted as CIP, at the named place of destination mentioned in the schedule of requirement.
<b>ITB 14.8 (c) (iv)</b>	Replace the words “ Sales Tax” with “ Goods & Services Tax”
<b>ITB 15.1</b>	<p>Replace ITB 15.1 with the following:</p> <p>“15.1. The Bidder is required to quote in Indian Rs. the portion of the bid price that corresponds to expenditures incurred in Indian Rs.”</p>
<b>ITB 16.3 (b)</b>	<p>Documentation requirements for eligibility of Goods. In addition to the documents stated in Clause 16.1, 16.2, and 16.3 (a), the following documents should be included with the Bid:</p> <p>The Goods offered should meet the specified pharmaceuticals standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of new drug), the Bidder will provide testing protocols and alternative standards.</p>
<b>ITB 16.4</b>	The Applicable Law requires registration of the imported goods to be supplied under the contract, with relevant authorities in India.
<b>ITB 16.4 (b)</b>	<p>Before issue of Notification of Award (NOA),the successful Bidder shall have to submit the following documentary evidence:</p> <ol style="list-style-type: none"> <li>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).</li> <li>2) Copy of documentation indicating that the goods proposed to be supplied under this contract are registered and licensed for use in India</li> </ol>

	<p>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.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Bidders are requested to inquire in advance about the registration requirements and procedures in order to avoid any delays due to involvement of various government agencies. Purchaser shall not be responsible for any delay on this account/ grant any delivery extension/extend any help in getting the same.</li> <li>• There shall be no forfeiture of a bid or a performance security based on the failure to obtain registration.</li> </ul>																		
<b>16.4.1</b>	Additional information about the requirements for registration can be obtained from the Website: <b>www.cdscsco.nic.in</b>																		
<b>ITB 18.1</b>	Bids shall remain valid for <b>150</b> days after the date of bid submission viz. up to <b>08.03.2020</b>																		
<b>ITB 18.3 (a)</b>	The bid price shall be adjusted by the following factor(s): Not Applicable.																		
<b>ITB 19.1</b>	<p>The bidder shall furnish a Bid Security. The amount of bid security against each schedule(s) should be in fixed amount as specified as under:-</p> <table border="1" data-bbox="423 1171 1360 1360"> <thead> <tr> <th>Sch No.</th> <th>Description of Goods</th> <th>Unit</th> <th>Quantity</th> <th>Bid Security in Indian Rupees</th> <th>Bid Security in USD</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Methadone Syrup (5mg/ml)</td> <td>Litre</td> <td>3800</td> <td>1,26,000.00</td> <td>1800</td> </tr> <tr> <td colspan="3"><b>Total:</b></td> <td><b>3800</b></td> <td><b>1,26,000.00</b></td> <td><b>1800</b></td> </tr> </tbody> </table> <p>“The bid security shall remain valid for a period of 28 days beyond the validity period for the bid i.e. up to <b>05.04.2020</b>, and beyond any extension subsequently requested under Sub-clause 18.2.”</p> <p>If the bidder is submitting bid for more than one schedule the amount of the Bid Security shall be sum of bid securities required for the respective schedules. The bidder has the option to submit individual bid security instrument for different schedules</p> <p>If amount of bid security is less than the required for total quoted schedule(s) by the bidders, and then Bid security will be considered valid only for the quoted schedule(s).</p> <p>In case the bidder fails to submit original bid security before bid</p>	Sch No.	Description of Goods	Unit	Quantity	Bid Security in Indian Rupees	Bid Security in USD	I	Methadone Syrup (5mg/ml)	Litre	3800	1,26,000.00	1800	<b>Total:</b>			<b>3800</b>	<b>1,26,000.00</b>	<b>1800</b>
Sch No.	Description of Goods	Unit	Quantity	Bid Security in Indian Rupees	Bid Security in USD														
I	Methadone Syrup (5mg/ml)	Litre	3800	1,26,000.00	1800														
<b>Total:</b>			<b>3800</b>	<b>1,26,000.00</b>	<b>1800</b>														

	<p>submission deadline, the bids would be treated as non-responsive and <b>shall be rejected</b>. The envelope containing bid security should bear the tender details (tender no., tender name etc.).</p> <p><b>Please provide contact details of the issuing bank (fax/email) for the purpose of verifying the authenticity of the bid security.</b></p>
<b>ITB 19.3</b>	In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission.
<b>ITB 19.9</b>	NA
<b>ITB 20.1</b>	NA
<b>ITB 20.2</b>	<p>Replace “The original &amp; all copies of the bid ” with “The Bid”</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of written power of attorney which is pursuant to ITB Sub Clause 11.1 (e) should accompany the bid.</p>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 21</b>	<p>Following is replaced :-</p> <p><b>REGISTRATION</b></p> <ol style="list-style-type: none"> <li>a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>) by clicking on the link “<b>Online Bidder Enrolment</b>” on the CPP Portal which is free of charge.</li> <li>b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</li> <li>c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</li> <li>d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.</li> </ol>

- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.

#### **SEARCHING FOR TENDER DOCUMENTS**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### **ASSISTANCE TO BIDDERS**

- a) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787, E-mail id: support- eproc@nic.in
- b) Bidders information useful for submitting online bids on the CPP Portal may be obtained at: <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>
- c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see

	<p>the list of licensed CAs from the link <a href="https://www.cca.gov.in">https://www.cca.gov.in</a></p> <p>d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.</p> <p>e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 14 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.</p> <p>Bidders can view / download complete bid documents from RITES website <a href="http://www.rites.com">http://www.rites.com</a></p>
<p><b>ITB 22.1</b></p>	<p>The bid will be addressed to:  Group General Manager/MSM  RITES Ltd., MSM Division,  RITES Office Complex, Annexe Building,  4<sup>th</sup> Floor, Plot No. 144, Sector 44  Gurgaon 122003</p> <p>Deadline for bid submission is <b>14:15 hours on 10.10.2019 (IST)</b></p> <p>The bid will only be submitted electronically. Physical, Email, Telex, Cable or Facsimile bids will be rejected.</p> <p>The electronic bidding submission procedures shall be as follows:</p> <p><b>PREPARATION OF BIDS</b></p> <p>a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>b) Bidder is advised to go through the tender advertisement/NIT and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder may please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>c) Bidder, in advance, should get ready the bid document to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/RAR/JPG formats. Bid documents may be scanned with 100 dpi with black and white</p>

option which helps in reducing size of the scanned document.

- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN Card copy, Annual Reports, Auditor Certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- a. Bid can be submitted only during validity of registration of bidder with CPPP E- Procurement Portal.
- b. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidder has to select the payment option as “offline” to pay the cost of tender document and Bid Security as applicable and enter details of the instruments.
- e. Bidder should prepare the financial instruments of the Bid Security as per the instructions specified in Clause 19 hereinafter.
- f. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender documents, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

	<p>g. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 Bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys.</p> <p>i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.</p> <p>j. Upon the successful and timely submission of bids (i.e. after clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message &amp; a bid ID to the bid. A bid summary will be displayed with the bid ID and the date &amp; time of submission of the bid with all other relevant details.</p> <p>k. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. The acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p><b>Note :-</b></p> <p>(a) Bidders must ensure that all the pages of the documents must be signed &amp; stamped by authorised signatory and serially numbered.</p> <p>(b) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.</p> <p>(c) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted "ONLINE". No hard copy of the documents (except those specifically asked for in the Bid Document) are required to be submitted.</p> <p>(d) The bidders will have to accept unconditionally the online user portal agreement which contains the Terms and Conditions of NIT including General and Special Terms &amp; Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an</p>
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	<p>eligible bidder.</p> <p>(e) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.</p> <p>(f) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.</p> <p>(g) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender.</p>
<b>ITB 23</b>	<p>Replace ITB 23.1 with the following:  “23.1. The electronic bidding system would not allow any late submission of bids after due date &amp; time as per server time.”</p>
<b>ITB 24.1</b>	<p>Replace ITB 24.1 with the following:  “24.1. Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is allowed.</p>
<b>ITB 24.2</b>	<p>Replace ITB 24.2 with the following:  “24.2. Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.1 shall not be opened.”</p>

<b>ITB 25.1</b>	<p>Bids will be opened electronically.  Time, date, and place for bid opening are: 14:30 hours on <b>10.10.2019</b> (IST) at the following address:  <b>MSM Division</b>  <b>RITES Ltd.,</b>  <b>RITES Office Complex, Annex Building, 4th Floor,</b>  <b>Plot No. 144, Sector 44,</b>  <b>Gurgaon – 122003, Haryana, India</b></p> <p>Add at the end of this clause:  “In the event of the specified date of the bid opening being declared a holiday for the Procurement Agent, the bids shall be opened at the appointed time and location on the next working day.”</p> <p>Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> CPP portal</p> <p>Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder’s representatives, who are present, shall sign in an attendance register. RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the Bid Document.</p>
<b>ITB 25.2</b>	NA
<b>ITB 25.3</b>	Bids will be opened electronically.
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 29.1</b>	<p>Replace with the following:</p> <p>“The Purchaser’s determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence as defined in ITB 11.</p>
<b><u>ITB 31</u></b>	<p>Replace ITB 31.1 with the following:</p> <p>“31.1. The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction.”</p>
<b>ITB 32.1</b>	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a

	single currency is Indian <b>Rupee</b> . The source of exchange rate is bills selling rate notified by the State Bank of India in the purchaser's country, on the date of bid submission and opening.
<b>ITB 33.1</b>	A margin of domestic preference will apply as defined in Section III – Evaluation and Qualification Criteria( <i>Point no. 1</i> )

<b>ITB 34.2(a)</b>	<p>Replace with the following text:</p> <p>The purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to ITB clause 29 for each schedule separately. No bid will be considered if the complete requirements covered in the schedule is not included in the bid. Bidders are allowed the option to bid for any one or more schedules and the bid evaluation will be done separately for each of the schedules.</p>
<b>ITB 34.4</b>	NA.
<b>ITB 34.6</b>	<p>No other specific criteria is applicable other than as set out in Section III, Evaluation and Qualification Criteria:</p> <p>(a) Deviations in the delivery schedule are not permitted</p> <p>(b) Deviations in the payment schedule are not permitted</p> <p>(c) Bidder may bid for one or more schedules. Bids will be evaluated for each schedule and the contract will comprise the schedule(s) awarded to the successful bidder. Bidders must quote for the entire quantity of each schedule. Bidders who have not quoted for full quantity of the schedule will be treated as non-responsive.</p>
	<b>F. Award of Contract</b>
<b>ITB 39.1</b>	Percentage for increase or decrease of quantity of Goods and Services originally specified at the time of contract award or during currency of contract: <b>25%</b>
<b>ITB 41</b>	<p><b><u>Add the following text –</u></b></p> <p><b><u>GST(Goods &amp; Service Tax)</u></b></p> <p>1 The price quoted should be-EXW or CIP (port of landing in case of imports) and the rate of GST and quantum of GST should be shown separately &amp; distinctly. In the absence of any such stipulation it will be presumed that the price includes GST and no claim for the same will be entertained. In case of stipulation like GST extra as applicable, the quoted prices will be loaded with the maximum quantum of GST which is normally applicable on the item in question for the purpose of comparing the prices with other bidders.</p> <p>2 Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all relief's, exemptions,</p>

rebates, concessions etc if any obtained by the supplier. However no upward variation will be reimbursed to the bidder after the expiry of the original delivery period.

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

4 The bidder should indicate GST registration number in their offer

**CUSTOM DUTY**

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

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

**ANY OTHER LOCAL TAXES**

Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST & applicable Custom Duty.

## **Section III. Evaluation and Qualification Criteria**

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### 1. Margin of Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

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

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

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above."

Bidders may note that bids offering goods from within the country of the Purchaser [Group A and Group B bids] should indicate the prices entirely ex-works/ex-factory/ex-warehouse/ex-showroom/ or off-the-shelf as applicable. Bids offering supplies partly as ex-works and partly as CIF will be classified as Group C bid only.

## **2. Evaluation (ITB 34)**

### **2.1. Evaluation Criteria (ITB 34.6)**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB34.2(f) and in BDS referring to ITB34.6, using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)

The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive.

- (b) Deviation in payment schedule.

Deviations in the payment schedule are not permitted

- (c) Specific additional criteria

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

### **2.2. Multiple Contracts (ITB 34.4)**

Deleted

### **2.3. Alternative Bids (ITB 13.1)**

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

## **3. Qualification (ITB 36)**

### **3.1 Post qualification Requirements (ITB 36.1)**

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

Along with the bid, the Bidder should submit documentary evidence on its qualification to perform the Contract if its bid is accepted as detailed below:

**(A) Manufacturer Bidder**

Bidder offering to supply goods under the contract which the bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the bidder:

- (i) Documents required as per ITB clause 11.1;
- (iii) **For all regulated products, the bidder should have at least two (2) years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCG(I) less than two (2) years ago. A Certificate from DCG (I) shall be required for all new regulated products to this effect.**

In support of this, data on past performance should be submitted as per Form 11 in Section IV;

*Experience of manufacturing and marketing an item in one strength shall be considered as having experience of manufacturing and marketing that item in other strengths also.*

- (vi) provides the evidence that it has the financial, technical and production capability necessary to perform the contract as under:
  - 1 that it has successfully completed **at least one (1) contract for similar goods** within the period of **last five years** (preceding two months before the date of bid opening) for supply of goods. Minimum value of completed contract for each schedule should be as per **table below** and that include comparable products e.g. syrup. Bidder shall submit list of major supply contracts conducted within the last five years as per Form 11 (Proforma for Performance Statement) in Section IV.

Schedule No	Minimum value of completed contract (In Million Indian Rupees or equivalent)	Similar Product
I	5.00	Syrup

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

2. that it has achieved an actual annual production of similar goods of **the quantity at least equal of the quantities** as specified in relevant schedule in "Section III Schedule of Requirements" during any **one of the last five (5) financial years**; certified by chartered accountant. If the bidder quotes for more than one schedule the above criteria will be cumulative. A copy of the achieved annual production rate certified by Chartered Accountant should be submitted.

3. that it has generated an **annual turnover of the value of at least equal to as specified in table below , during any one of the last five financial years**, to qualify for a particular schedule. If the bidder quotes for more than one Schedule, the above criteria shall be cumulative. The turnover is to be supported by **audited financial statements** of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) for the past **three financial years** duly certified by the auditor of the Company.

Schedule No.	Annual Turnover (in Million Indian Rupees or equivalent)
I	15

When offering their bid for more than one schedule, the bidder must provide evidence that it meets or exceeds the sum of all the individual requirements for the schedules being applied for in regard to

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

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

### **(B) Non Manufacturer Bidder**

In the case of a bidder offering to supply goods under the contract that the bidder does not manufacture or otherwise produce:

- (i) In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, (all supporting documents **that the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under A above** /information as asked above for manufacturer shall be submitted with the bid), as per authorization Form 8 in Section IV;
- (ii) The bidder has successfully completed **at least one similar contract** within the period of **last five (5) years** (preceding two months before the date of opening of bids) for supply of goods. Minimum value of the completed contract should be at **least 50% of the value** indicated against each schedule as indicated below and that includes comparable products e.g. Tablets **or any pharmaceutical products**. The bidder will also submit the list of major supply contracts completed within the last five years as per Form 11 in Section IV.

Schedule No	Minimum value of completed contract (In Million Indian Rupees or equivalent)	Similar Product
I	2.50	Litre

- (iii) that it has generated an annual turnover of **at least 50% of the value** as given below, in any one of the **last five (5) financial years**, to qualify for a particular schedule. If the bidder quotes for more than one Schedule, the above criteria shall be cumulative. The turnover is to be supported by **audited financial statements of accounts** (including balance sheet, profit and loss account, auditor's reports, and IT returns) for the **past three fiscal years duly certified by the auditor of the Company**.

Schedule No.	Annual Turnover (in Million Indian Rupees or equivalent)
I	7.50

- NOTE: (a) In case any bidder is lowest evaluated & responsive in more than one schedule but fails to meet the cumulative requirement of turn over for those schedules, consideration of bid for specific schedule wherein he meets the requirement of the schedule, will be at the sole decision of the buyer.
- (b) An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.

### C) For both Manufacturer and Non-Manufacturers Bidders

The Bidder shall also submit the following additional information w.r.t. both Manufacturer and Non-Manufacturer bidder:

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 offered by the bidder, that may have resulted into debarment by World Bank which is still effective on the date of opening of bid. Such debarment which is still effective on the date of opening of bid will make the bidder ineligible to participate in this bidding process. If no debarment has been done against the Bidder, the bidder must provide an undertaking that the bidder and the manufacturer whose product is offered by the bidder is not debarred by World Bank which is still effective on the date of opening of bid. **The bidder will also disclose immediately any such debarment which takes place after opening of bid and before issue of NOA, to the purchaser.**

## Section IV. Bidding Forms

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## 1. Letter of Bid

*The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.*

*Note: All italicized text is for use in preparing these form and shall be deleted from the final products.*

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

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

Invitation for Bid No.: **[insert identification]**

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

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)\_\_\_;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods:**[insert a brief description of the Goods and Related Services];**
- (e) The total price of our Bid, excluding any discounts is:

In case of only one item/lot, total price of the Bid **[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];**

In case of multiple items/lots, total price of each item/lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];

In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (f) Our bid shall be valid for a period of **[specify the number of calendar days]** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (g) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (h) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (i) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;<sup>1</sup>
- (k) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (n) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder\* ***[insert complete name of person signing the Bid]***

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<sup>1</sup>Bidder to use as appropriate

Name of the person duly authorized to sign the Bid on behalf of the Bidder\**[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

## 2. Bidder Information Form

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

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

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  
 (e) Country of Registration  
 (f) Year of Registration

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

	1 <sup>st</sup>	2 <sup>nd</sup>
(i) Name:		
(ii) Email address		

7. Name & full address of Bidder's Authorized Representative (if any)

8. Bank details from where the Bank Guarantee for Bid Security has been issued: We also authorized to take references from bank.

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

Signature and seal of the Bidder

### **3. Bidder's JV Members Information Form**

**Not applicable**

## 4. Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

### 4(a) Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

<b>Schedule No :-</b> _____	(Group C bids, goods to be imported)	Date: _____
<b>Name of Bidder</b> _____	Currencies in accordance with ITB 15	IFB No: _____
		Page N° _____ of _____

1	2	3	4	5	6	7			8	9	10	11	12	13	14
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices			Total unit price [a+b+c]	Total price per item [6 x 8]	Local agent's commission as a % of CIP price included in quoted price	Shipment weight and volume	Name of manufacturer -	Ctry. of origin	Pharmacopoeia standard
						[a] CIP named place of destination (specify one)	[b] Inland transp., insurance & other local costs incidental to delivery if specified	[c] Other incidental costs as defined in the SCC							

Note:

(a) For column 8, pursuant to ITB 31.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

(b) To Provide Separate sheet for each Schedule

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

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

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

### 4(b) Price Schedule: Goods Manufactured Outside the Purchaser’s Country, already imported\*

<b>Schedule No :-</b> _____							(Group C bids, Goods already imported)					<b>Date:</b> _____				
<b>Name of Bidder</b> _____												<b>IFB No:</b> _____				
												<b>Page N°</b> _____ of _____				
Currencies in accordance with ITB 15																
1	2	3	4	5	6	7					8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices					Total Unit price [c+d+e]	Total price per line item [6x8]	GST payable per item if Contract is awarded	Name of manufacturer	Ctry. of origin	Pharmaceutical standard
						[a] Unit price including Custom Duties and Import Taxes paid and payable	[b] Custom Duties and Import Taxes paid and payable per unit	[c]=a-b Unit Price net of custom duties and import taxes	[d] Inland transp., insurance & other local costs incidental to delivery	[e] Other incidental costs as defined in the SCC						

Note:

- (i) Column 7[b] Custom Duties and Import Taxes paid should be supported by documentary evidence..
- (ii) For column 9, pursuant to ITB 31.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

Total Bid Price:

Currency:

In figures:

In words:

Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [insert date]

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

### 4(c) Price Schedule: Goods Manufactured in the Purchaser's Country

Purchaser's Country Schedule No :- _____ Name of Bidder _____						(Group A and B bids) Currencies in accordance with ITB 15				Date: _____ IFB No: _____ Page N° _____ of _____					
1	2	3	4	5	6	7			8	9	10	11	12	13	14
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices			Total unit price [a+b+c]	Total price per item excluding GST [6 x 8]	GST payable if contract is awarded (in %)	Total price Per item including GST	Name of manufacturer	Pharmacopoeial standard	Local input in the cost as % of ex-factory price in column 7[a]
						[a] Ex-factory Ex-warehouse Ex-showroom Off the shelf	[b] Inland transp., insurance & other local costs incidental to delivery	[c] Other incidental costs as defined in the SCC							

#### Terms and Conditions

- (a) In case of discrepancy between unit price and total amount, the unit price shall prevail.  
 (b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.  
 (c) We hereby declare that in quoting in our price, we have taken into account the entire credit on input taxes available under GST.

Total Bid Price:

Currency:

In figures:

In words:

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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

**Note: These price schedules are only a specimen; Columns are not be filled here. They are only to show structure. Actual price to be quoted ONLY in the e-price bid (BOQ) online.**

## 5. Form of Bid Security

### (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**IFB No.:** *[Purchaser to insert reference number for the Invitation for Bids]*

**Date:***[Insert date of issue]*

**BID GUARANTEE No.:***[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_(hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Invitation for Bids No. \_\_\_\_\_ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Bidder:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Bidder's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Bidder; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Bidder, (i) has failed or refused to execute the contract agreement if required, or (ii) has failed or refused to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract agreement signed by the Bidder and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's

notification to the Bidder of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

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

**Not applicable**

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

**Not applicable**

## 8. Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*  
IFB No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

### WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

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

Title: *[insert title]*

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

## 9. Specimen Certificate of a Pharmaceutical Product

### Certificate of a Pharmaceutical Product<sup>1</sup>

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

No. of certificate: \_\_\_\_\_

Exporting (certifying) country: \_\_\_\_\_

Importing (requesting) country: \_\_\_\_\_

1. Name and dosage form of product:

\_\_\_\_\_

1.1 Active ingredients<sup>2</sup> and amount(s) per unit dose.<sup>3</sup>

\_\_\_\_\_

\_\_\_\_\_

For complete qualitative composition including excipients, see attached.<sup>4</sup>

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

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

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

If the answer to 1.2 is no, omit section 2A and continue with section 2B.<sup>6</sup>

2A. 1 Number of product license<sup>7</sup> and date of issue:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

2A.3.1 For categories b and c the name and address of the manufacturer producing the dosage form are:<sup>9</sup>

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

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

2A.6 Applicant for certificate, if different from license holder (name and address):<sup>12</sup>

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

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

2B.2.1 For categories b and c the name and address of the manufacturer producing the dosage form are:<sup>9</sup>

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2B.3 Why is marketing authorization lacking?

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

2B.4 Remarks:<sup>13</sup>

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

yes/no/not applicable<sup>14</sup>(*key in as appropriate*)

If no or not applicable proceed to question 4.

3.1 Periodicity of routine inspections (years): \_\_\_\_\_

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

yes/no (*key in as appropriate*)

3.3 Do the facilities and operations conform to GMP as recommended by the World Health Organization?<sup>15</sup>

yes/no/not applicable<sup>16</sup>(*key in as appropriate*)

4. Does the information submitted by the applicant satisfy the certifying authority on all aspects of the manufacture of the product?<sup>11</sup>

yes/no (*key in as appropriate*)

If no, explain: \_\_\_\_\_

Address of certifying authority: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

Name of authorized person:

Signature:

Stamp and date:

### **General instructions**

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

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

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

### **Explanatory notes**

- <sup>1</sup> This certificate, which is in the format recommended by WHO, establishes the status of the pharmaceutical product and of the applicant for the certificate in the exporting country. It is for a single product only since manufacturing arrangements and approved information for different dosage forms and different strengths can vary.
- <sup>2</sup> Use, whenever possible, international nonproprietary names (INNs) or national nonproprietary names.
- <sup>3</sup> The formula (complete composition) of the dosage form should be given on the certificate or be appended.
- <sup>4</sup> Details of quantitative composition are preferred, but their provision is subject to the agreement of the product-license holder.
- <sup>5</sup> When applicable, append details of any restriction applied to the sale, distribution, or administration of the product that is specified in the product license.
- <sup>6</sup> Sections 2A and 2B are mutually exclusive.
- <sup>7</sup> Indicate, when applicable, if the license is provisional or if the product has not yet been approved.
- <sup>8</sup> Specify whether the person responsible for placing the product on the market:
  - (a) manufactures the dosage form;

- (b) packages and/or labels a dosage form manufactured by an independent company; or
  - (c) is involved in none of the above.
- <sup>9</sup> This information can be provided only with the consent of the product-license holder or, in the case of non-registered products, the applicant. Noncompletion of this section indicates that the party concerned has not agreed to inclusion of this information. It should be noted that information concerning the site of production is part of the product license. If the production site is changed, the license must be updated or it will cease to be valid.
- <sup>10</sup> This refers to the document, prepared by some national regulatory authorities, that summarizes the technical basis on which the product has been licensed.
- <sup>11</sup> This refers to product information approved by the competent national regulatory authority, such as a Summary of Product Characteristics (SPC).
- <sup>12</sup> In this circumstance, permission for issuing the certificate is required from the product-license holder. This permission must be provided to the authority by the applicant.
- <sup>13</sup> Please indicate the reason that the applicant has provided for not requesting registration:
- (a) The product has been developed exclusively for the treatment of conditions—particularly tropical diseases—not endemic in the country of export.
  - (b) The product has been reformulated with a view to improving its stability under tropical conditions.
  - (c) The product has been reformulated to exclude excipients not approved for use in pharmaceutical products in the country of import.
  - (d) The product has been reformulated to meet a different maximum dosage limit for an active ingredient.
  - (e) Any other reason, please specify.
- <sup>14</sup> Not applicable means that the manufacture is taking place in a country other than that issuing the product certificate and inspection is conducted under the aegis of the country of manufacture.
- <sup>15</sup> The requirements for good practices in the manufacture and quality control of drugs referred to in the certificate are those included in the thirty-second report of the Expert Committee on Specifications for Pharmaceutical Preparations (WHO Technical Report Series, No. 823, 1992, Annex 1). Recommendations specifically applicable to biological products have been formulated by the WHO Expert Committee on Biological Standardization (WHO Technical Report Series, No. 822, 1992, Annex 1).
- <sup>16</sup> This section is to be completed when the product-license holder or applicant conforms to status (b) or (c) as described in note 7 above. It is of particular importance when foreign contractors are involved in the manufacture of the product. In these circumstances the applicant should supply the certifying authority with information to identify the contracting parties responsible for each stage of manufacture of the finished dosage form, and the extent and nature of any controls exercised over each of these parties.

## 10. Declaration regarding Deemed Export

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

(Bidder's Name and Address):

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

Dear Sir:

- 1 We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.
- 2 We are furnishing below the information required by the Purchaser for issue of Project Authority/ Payment certificate in terms of the Export and Import Policy of the Government of India:

- | (A)                                                                                     | Value of import content of supply to be made by the Bidder: | Rs. _____<br>(exchange rate one US\$ = Rs ____)                                                                                                                                                                                                                                                                                                               |                                                                                         |                                               |  |  |
|-----------------------------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------|--|--|
| (B)                                                                                     | (i)                                                         | Name of the sub-contractor, if any and where name is to be included in the main Contract                                                                                                                                                                                                                                                                      |                                                                                         |                                               |  |  |
|                                                                                         | (ii)                                                        | <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Description ,quantity and value of the goods to be supplied by the above sub contractor</th> <th style="width: 40%;">Description<br/>Quantity<br/>Value(Rs)</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> </tbody> </table> | Description ,quantity and value of the goods to be supplied by the above sub contractor | Description<br>Quantity<br>Value(Rs)          |  |  |
| Description ,quantity and value of the goods to be supplied by the above sub contractor | Description<br>Quantity<br>Value(Rs)                        |                                                                                                                                                                                                                                                                                                                                                               |                                                                                         |                                               |  |  |
|                                                                                         |                                                             |                                                                                                                                                                                                                                                                                                                                                               |                                                                                         |                                               |  |  |
|                                                                                         | (iii)                                                       | <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 55%;">Value of import content of supply* to be made by the sub contractor</td> <td style="width: 45%;">Rs _____<br/>(exchange rate one US\$ =Rs_____)</td> </tr> </tbody> </table>                                                                                     | Value of import content of supply* to be made by the sub contractor                     | Rs _____<br>(exchange rate one US\$ =Rs_____) |  |  |
| Value of import content of supply* to be made by the sub contractor                     | Rs _____<br>(exchange rate one US\$ =Rs_____)               |                                                                                                                                                                                                                                                                                                                                                               |                                                                                         |                                               |  |  |

*(The requirements listed above are as per current Export and Import Policy of Government of India. These may be modified, if necessary, in terms of the Export and Import Policy in force.)*

Date : \_\_\_\_\_ (Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

Place : \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

**For supplies within India & for Exports**

- i. Affidavit confirming that the performance statement given is correct
- ii. Copy of Purchase Orders/Invoices/ Proof of Payment received from Purchasers
- iii. Documentary evidence (Client’s certificate) in support of satisfactory completion of contract

## . 12. Break up of EXW price as required for determining eligibility for Domestic Preference

EXW Price.....

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

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

## 13. Checklist

**(All the pages of the bid should be Serial Numbered & signed/initialled)**

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
1	(a)	<b>Bid Security</b> for required amount	
	(b)	Bid Security in the form of	
	(i)	<i>Bank Guarantee as per format in Bidding document</i>	
	(ii)	<i>Draft or Banker's cheque issued by Nationalised bank</i>	
	(c)	Validity Date of Bid Security ( <b>Valid upto 28-days beyond the bids validity</b> ) as specified in ITB Data Sheet clause 19.3)	
(d)	Amendment in Bid Security ( if any)		
2		<b>The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.</b>	
3	(a)	<b>Bid Form</b> duly signed	
	(b)	<b>Power of Attorney</b> in favour of the signatory	
4	(a)	<b>Availing Deemed Export benefits?</b>	
	(b)	<b>Form of Declaration regarding Deemed Export</b>	
5		The <b>manufacturer's authorization</b> form in Form 8 of Section IV.	
6		<b>Documents establishing post qualification (Section-III)</b>	
	(a)	<b>Certificate of incorporation</b> of Manufacturer	
	(b)	<b>Manufacturing Licence</b> of the good(s) quoted in bid	
	(c)	<b>Proof of Experience</b> that the bidder should have at least two (2) years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. Indicate Serial No. in performance statement.	
	(d)	<b>Proof of experience</b> that firm has successfully completed at least one (1) contract for similar goods within the period of last five years (preceding two months before the date of bid opening) for supply of goods	
	(e)	Performance statement as per required Proforma, along with <b>supporting documents viz. (i) Copy of Purchase Orders/Copy of Invoices/Proof of Payment received from Purchasers and Documentary evidence (Client's certificate) in support of satisfactory completion of contract.</b>	
	(f)	<b>WHO GMP</b> valid on the date of opening of bid	
	(g)	<b>COPP Certificates</b> of the specific item, valid on the date of opening of Bid.	
	(h)	Indicate Sr. No. in <b>performance statement</b> which establishes the post qualification criteria of completing one similar contract in last five years	
	(i)	Certificate of having <b>achieved Annual production</b> rate of equivalent product for last three years by CA	
	(j)	Copies <b>complete set of audited financial statements</b> of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) certified by the auditor of the Company for last three financial years	
7		Documents to establish that <b>product is registered in India</b> as per ITB clause 16.4.1 if applicable	
8		Details of <b>onsite quality control laboratory facilities and</b>	

Sl. No.	Activity	Yes/No/NA	Page No. in the Bid
	<b>services and range of test conducted.</b>		
9	<b>Affidavit to disclosure</b> about any instance of <b>debarment by World Bank</b>		
10	<b>Statement of installed manufacturing capacity</b> certified by appropriate authority		
11	<b>No deviation statement on technical specification</b>		
12	<b>Check list of technical specification</b>		
13	(a) <b>Agreement with all terms and condition of the bid document</b>		
	(b) If no, have you indicated deviations		
14	(a) <b>Mentioned Price in the appropriate Proforma</b>		
	(b) <b>Conditional or unconditional discount</b> mentioned in the bid (if any)		
15	Copies of original documents defining the constitution or <b>legal status, place of registration, and principal place of business; for both manufacturer &amp; non manufacturer</b>		
16	<b>Undertaking</b> 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 offered by the bidder, that may have resulted into debarment by World Bank which is still effective on the date of opening of bid. Such debarment which is still effective on the date of opening of bid will make the bidder ineligible to participate in this bidding process. If no debarment has been done against the Bidder, the bidder must provide an undertaking that the bidder and the manufacturer whose product is offered by the bidder is not debarred by World Bank which is still effective on the date of opening of bid. <b>The bidder will also disclose immediately any such debarment which takes place after opening of bid and before issue of NOA, to the purchaser.</b>		
17	(a) The bidder shall provide an <b>undertaking</b> that: The <b>proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law</b> following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		
	(b) The firm <b>does not employ a government servant, who has been dismissed or removed on account of corruption.</b>		
18	Proforma for other details of Bidder, Manufacturer and its Bank		

## **Section V. Eligible Countries**

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

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1: None .

Under ITB 4.7(b) and 5.1: None

## Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

### “Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>2</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>3</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>4</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>5</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>6</sup>
  - (v) "obstructive practice" is:

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<sup>2</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>3</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>4</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>5</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>6</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>7</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>8</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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<sup>7</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>8</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## **PART 2 – Supply Requirements**

# **Section VII. Schedule of Requirements**

## **Contents**

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2. Technical Specifications .....	87

# 1. List of Goods and Delivery Schedule

## Schedule of Requirements for Methadone syrup

Sch No.	Description of Goods	Unit	Quantity	Bid Security in Indian Rupees	Bid Security in USD
I	Methadone syrup	Litre	3800	1,26,000.00	1800
			<b>Total</b>	<b>1,26,000.00</b>	<b>1800</b>

**Delivery Schedule & Consignee details:** As indicated below

**Terms of Delivery:**

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

**Delivery Schedule:**

**For Schedule I**

Lot no	Quantity of Methadone syrup	Expected Delivery Schedule
1 <sup>st</sup>	1900	1 <sup>st</sup> Sep 2019-30 <sup>th</sup> Sep 2019
2 <sup>nd</sup>	950	1 <sup>st</sup> Jan 2020-31 <sup>st</sup> Jan 2020
3 <sup>rd</sup>	950	1 <sup>st</sup> March 2020-31 <sup>st</sup> March 2020
<b>Total</b>	<b>3,800</b>	

## Consignee-Wise Quantity Distribution

S.No.	Schedule no	Consignee	1st Lot	2 <sup>nd</sup> Lot	3rd Lot	Total Quantity
1	I	Manipur	1000	500	500	2000
2		Punjab	900	450	450	1800
		<b>Total</b>	<b>1900</b>	<b>950</b>	<b>950</b>	<b>3,800</b>

## Consignee Addresses

NACO Consignee Wise Details									
Sr. No.	States	Address of the SACS	STD Code	Office No.	Fax no.	Name	Designation	Mobile No.	Email id
1	Manipur	Department of Psychiatry, Regional Institute of Medical Sciences (RIMS), Lamphelphat, Imphal-795004, Manipur, India	0385	2414539	2414625	Dr. Raj Kumar Lenin Singh	Professor & Head	+91985666185	<a href="mailto:leninrk@yahoo.com">leninrk@yahoo.com</a> <a href="mailto:rims.imphal@gov.in">rims.imphal@gov.in</a>
2	Punjab	OST Centre, Guru Nanak Dev Medical College and Hospital Majitha Road, Near Punjab National Bank Amritsar-143001 (Punjab)	0183	2425182	2421050	Dr. Neeru Bala	Nodal Officer	-	<a href="mailto:Drneeru15@yahoo.co">Drneeru15@yahoo.co</a> , <a href="mailto:ostamritsar1@gmail.com">ostamritsar1@gmail.com</a>

## 2. Technical Specifications

### INDEX FOR TECHNICAL SPECIFICATIONS

	Topic
<b>Part A</b>	<b>Technical Specifications</b>
<b>Part B</b>	<b>Technical Specifications - General</b>
<b>Part C</b>	<b>Inspection &amp; Tests</b>
<b>Part D</b>	<b>Special Instructions</b>
<b>Part E</b>	<b>Bar coding requirements for all medical supplies</b>

# TECHNICAL SPECIFICATIONS

## PART A

### Schedule I: *Methadone syrup*

SN.	<i>Our Minimum Requirements</i>	Your Offer (Please fill-in)
		<i>“Comply”/ “Not comply”</i>
1	<b>Formulation:</b> Syrup, oral	
2	<b>Strength:</b> 5mg/ml	
3	<b>Physical properties:</b> Orange/green apple flavor with sugar	
4	<b>Packaging:</b> 1 litre, plastic bottle	
5	The Shelf-life of the drugs should be 3 years from the date of manufacture.	
6.	The supplier shall conform to the rules and regulations laid down in the Narcotic drug and Psychotropic substance Act during manufacturer, storage and transportation of the syrup Methadone.	

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

Remarks for →	
Requirements	Comply/Not comply
Quoted for Schedules	Sch.-I
<b>1.PRODUCT AND PACKAGE SPECIFICATIONS</b>	
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 pharmacopoeia.	
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.	
<b>2. PRODUCT INFORMATION</b>	
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.	

Remarks for →	
Requirements	Comply/Not comply
Quoted for Schedules	Sch.-I
<p><b>3. EXPIRATION DATE:</b></p> <p>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.</p>	
<p><b>4. RECALLS:</b></p> <p>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.</p>	
<p><b>5. LABELLING INSTRUCTIONS:</b></p> <p>The label for each pharmaceutical and vaccine product shall meet the WHO GMP standard and include:</p> <p>(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</p> <p>(ii) the active ingredient, per unit, dose, tablet or capsule, etc.</p> <p>(iii) the applicable pharmacopoeial standard</p> <p>(iv) the Purchaser's logo and code number if required in Part A of these Specifications</p> <p>(v) content per pack</p> <p>(vi) instructions for use</p> <p>(vii) special storage requirements</p> <p>(viii) batch number</p> <p>(ix) date of manufacture and date of expiry.</p>	
<p>5.1 The outer carton should also display the above information.</p>	
<p><b>6. All cases should prominently indicate the following:</b></p> <p>(i) Purchaser's Part A line and Code numbers</p> <p>(ii) the generic name of the product</p> <p>(iii) date of manufacture and expiry</p> <p>(iv) batch number</p> <p>(v) quantity per case</p>	

Remarks for →	
Requirements	Comply/Not comply
Quoted for Schedules	Sch.-I
No case should contain pharmaceutical or vaccine products from more than one batch.	
<p>7. UNIQUE IDENTIFIERS:</p> <p>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.</p>	
<p>8. QUALIFICATIONS OF MANUFACTURER</p> <p>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.</p>	
<p>9. STANDARDS AND QUALITY ASSURANCE FOR SUPPLY:</p>	
<p>9.1 All products must:</p> <p>(a) meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin;</p> <p>(b) conform to all the specifications contained herein; and</p> <p>(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".</p>	
<p>9.2 The successful Bidder will be required to furnish to the Purchaser:</p> <p>(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.</p> <p>(b) Assay methodology of any or all tests if requested.</p> <p>(c) When two or more drugs are combined in single tablet, the</p>	

Remarks for →	
Requirements	Comply/Not comply
Quoted for Schedules	Sch.-I
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.	
The successful Bidder will also be required to provide the Purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished dosage forms.	

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

YES

NO

ANY DEVIATION MUST BE LISTED BELOW:

.....

.....

.....

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

<b><i>Our Requirements</i></b>	<b>Your Offer (Please fill-in)</b>
<p>1. Each Tablet/capsule strip, inner carton and nested cartons to have the following words printed <b>DIAGONALLY ACROSS THE LABEL</b> in red ink with bold letters.</p> <p>“GOVERNMENT OF INDIA (NACO) SUPPLY - NOT FOR SALE”</p> <p>The supplier should also ensure marking of unique number on each Tablet/Capsule strip, inner carton and nested cartons</p>	Yes/No
<p>2. Life of the product, indicating the date of manufacture and date of expiry should be printed as per Drugs &amp; Cosmetics Act-India</p>	Yes/No
<p>3. Equivalency of Standards &amp; Codes</p> <p>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</p>	Yes/No
<p>4. Packing (Clause 10 of GCC) Add as clause 10.3 of the GCC the following –</p> <p>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;</p> <p>i)Project : National HIV/AIDS Control Project  ii)RITES LTD. Purchase Order No. :  iii)Country of origin of Goods :  iv)Supplier’s Name and :  v)Packing list reference number :</p>	Yes/No
<p>5. Each outer packing containing the unit packing should have the following label printed in bold letters in large size.</p> <p>i) Purchaser’s Name : MINISTRY OF HEALTH &amp; FAMILY WELFARE, Govt. of India, through RITES LTD.  ii) Project : National HIV/ AIDS Control Project  iii) RITES LTD. Purchase Order No :  iv) Country of origin of Goods  v) Supplier’s Name</p>	Yes/No
<p>6. Any other labeling requirement which the purchaser may ask at the time of approving the labeling samples</p>	Yes/No

**PART D****Inspection & Tests (Clause 9 of GCC)**

<i>Our Requirements</i>	<b>Please fill-in Yes/No</b>
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. <b>Another set of sealed sample will be retained with the testing lab as counter sample till the shelf life.</b>	
c) Inspection note will be issued by the inspector on the basis of test report, accepting or rejecting the batch as the case may be.	
d) The Goods will be dispatched only after the above inspection procedure has been followed and inspection note issued to accept the consignment.	
e) The Purchaser/consignee shall have the right to draw samples at random from the consignment anytime during the shelf life of the drugs and get them retested to satisfy whether the lots conform to the laid down specifications. In the event of the product failing to conform to specifications, the consignee shall reject that batch of supply and inform the supplier for arranging replacement of the rejected batches at supplier's cost.	

## PART E

**Barcoding requirements for all medical supplies**

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

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

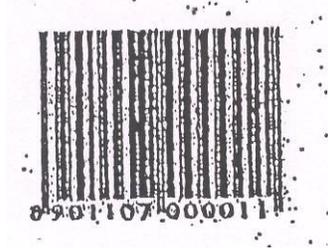
## Annexure “A”

### Examples of Primary Level Packaging

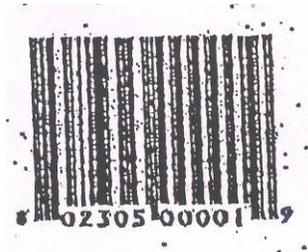
For generation of GSI barcode at primary level packaging either of the mentioned symbologies can be used, following GSI General Specifications.

The following GSI barcode symbologies are available as options :-

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



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



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

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



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



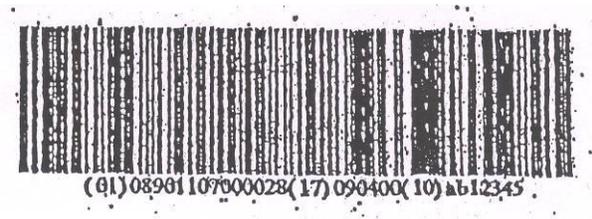
(01)08901107000011

## Annexure "B"

### Example of Secondary level Packaging

The barcode will encode :

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



**Annexure "C"**

**Example of Tertiary level packaging (Shipper level packaging)**

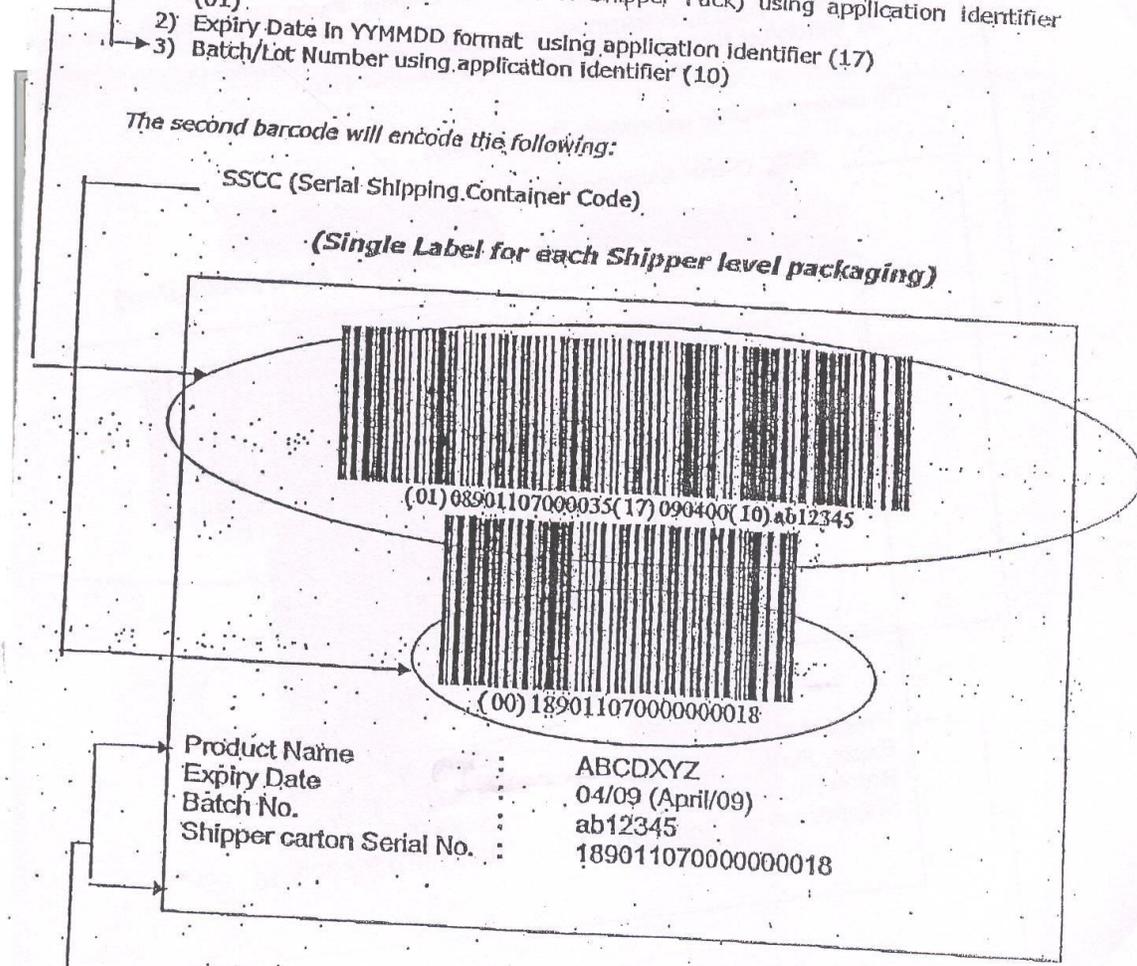
The first barcode will encode the following:

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

The second barcode will encode the following:

SSCC (Serial Shipping Container Code)

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



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](http://www.gs1india.org) under "downloads" section.

## **PART 3 - Contract**

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## Section VIII. General Conditions of Contract

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## Section VIII. General Conditions of Contract

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Day” means calendar day.
- (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Registration Certificate” means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser’s country in accordance with the Applicable Law.
- (l) “Related Services” means the services incidental to the

supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.

- (m) “SCC” means the Special Conditions of Contract.
- (n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) “The Project Site,” where applicable, means the place named in the **SCC**.

## **2. Contract Documents**

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## **3. Corrupt and Fraudulent Practices**

- 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
- 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

## **4. Interpretation**

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
  - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
  - (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

#### 4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 4.5 Nonwaiver

(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

#### 4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10 Settlement of**
- 10.1 The Purchaser and the Supplier shall make every effort to

**Disputes**

resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after twenty-eight (28) 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. 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. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

10.3 Notwithstanding any reference to arbitration herein,

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

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

**11. Inspections and Audit by the Bank**

11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.

11.2 The Supplier shall permit, and shall cause its Sub contractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**12. Scope of Supply**

12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

- 13. Delivery and Documents** 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities** 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15 Contract Price** 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the **SCC**.
- 16. Terms of Payment** 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
- 17. Taxes and Duties** 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties,

license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

#### **18. Performance Security**

18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.

18.2 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.

18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.

#### **19. Certification of Goods in Accordance with Laws of the Purchaser's Country**

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

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

19.3 If thirty (30) days, or such longer period **specified in the SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 19.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the

Supplier's performance security shall be promptly returned.

## **20. Confidential Information**

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
  - (b) now or hereafter enters the public domain through no fault of that party;
  - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

## **21. Subcontracting**

- 21.1 The Supplier shall notify the Purchaser in writing of all

subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

## **22. Specifications and Standards**

22.1 The Goods supplied under this Contract shall conform to technical specifications and standards mentioned in Section VII, Schedule of Requirements and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

## **23. Packing and Documents**

23.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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.

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

## **24. Insurance**

24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.

## **25. Transportation and Incidental Services**

25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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

## **26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.

26.2 The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- (a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is

required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.

- (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
  - (c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.
- 26.5 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 26.4 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;
- 26.6 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.8 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the

specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.

26.9 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.7, shall release the Supplier from any warranties or other obligations under the Contract.

## 27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

## 28. Warranty

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

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

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

Goods have been delivered.

- 28.3 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.
- 28.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 28.2 above, the Supplier fails to replace the defective Goods within the period **specified in the SCC**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
- 28.5 *Recalls.* In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the Technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

## **29. Patent Indemnity**

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
  - (b) the sale in any country of the products produced by the

### Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **30 Limitation of Liability**

- 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 29,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the

Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**31. Change in Laws and Regulations**

- 31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force Majeure**

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 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.

**33. Change Orders and Contract Amendments**

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or 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
- (d) the Related Services to be provided by the Supplier.

33.2 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 in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of Time**

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC

Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

### **35. Termination**

#### **35.1 Termination for Default**

- (a) 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:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **35.2 Termination for Insolvency.**

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such 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

#### **35.3 Termination for Convenience.**

- (a) The Purchaser, by 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.

- (b) The Goods that are complete and ready for shipment within twenty-eight (28) 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:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### **36. Assignment**

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

### **37. Export Restriction**

37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

## APPENDIX TO GENERAL CONDITIONS

### Bank's Policy- Corrupt and Fraudulent Practices

#### Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

##### “Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>9</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>10</sup>
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>11</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>12</sup>
  - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;<sup>13</sup>
  - (v) "obstructive practice" is:

<sup>9</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>10</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>11</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>12</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>13</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank’s sanctions procedures,<sup>14</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>15</sup>;
  - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

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

<sup>15</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

## Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>GCC 1.1(i)</b>	The Purchaser's country is: India.
<b>GCC 1.1(j)</b>	The Purchaser is: Ministry of Health & Family Welfare, (National AIDS Control Organization), Government of India. RITES Ltd. is the authorized Procurement Agent of the Purchaser and the Purchaser will exercise all rights and obligation under this contract through the Procurement Agent pursuant to the Agreement between the Ministry of Health and Family Welfare (MOH&FW), Government of India and RITES Ltd.
<b>GCC 1.1 (n)</b>	Add the following:  The Supplier is: as mentioned in Notification of Award
<b>GCC 1.1 (o)</b>	The final Destination Sites are:As specified in the Schedule of Requirement.
<b>GCC 1.1 (p)</b>	Add the following:  Effective Date of the Contract is the date of Notification of Award
<b>GCC 1.1 (q)</b>	Add the following:  "End User" means where the goods will be used i.e. consignees as stated in the schedule of requirements
<b>GCC 4.2 (b)</b>	The INCOTERMS edition is 2010.
<b>GCC 5.1</b>	The language of all correspondence and documents related to the bid is: <b>English.</b>
<b>GCC 8.1</b>	The Purchaser's addresses for notice purposes is: Ministry of Health and Family Welfare, (NACO) (Through RITES Ltd) MSM Division, RITES Office Complex, Annex Building, 4th Floor, Plot No. 144, Sector 29, Gurgaon – 122003, Haryana, India Fax: 91(124)2571659/2571660 Tel: 91(124) 2728-409/410/411 Email: rites_naco@rediffmail.com  The Supplier's address for notice purposes is: As mentioned in the Notification of Award.

<b>GCC 9.1</b>	Laws of Union of India shall apply.
<b>GCC 10.2</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p><b>A. For Domestic Supplier</b></p> <p>(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.</p> <p>(b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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</p>

	<p>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.</p> <p><b>B. For Foreign Supplier:</b></p> <p>(a) In case of dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the purchaser and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.</p> <p>(b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India, 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.</p> <p>(c) The venue of Arbitration shall be the place from where the contract is issued and the language of the Arbitration Proceedings and that of all councils and communications between the parties shall be English.</p> <p>(d) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding Arbitrator shall be final. The cost and expenses of arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.</p>
GCC 13.1	<p><b>The details of shipping and/or other documents, as applicable under I or II below, to be furnished by the Supplier are:</b></p> <p><b>1 For Goods supplied from abroad:</b></p> <p><b>(A): Documents to be submitted to purchaser:-</b> Upon shipment, within 24 hours the Supplier shall notify the</p>

Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of Seventy-Two (72 hours) ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The Supplier shall first E-Mail the above details and then send to the Purchaser, by courier the following:

- (i) One original and three copies of the suppliers commercial invoice, indicating Purchaser as **“Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India, 6th& 9th floor Chanderlok Building, 36 Jan-path, New Delhi. Through RITES Ltd Gurgaon”** who is authorized Procurement Agent of the Purchaser (Place of supply: New Delhi) the Contract number, credit number, Description of Goods, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal
- (ii) Four copies of negotiable, clean, on-board through bill of lading/Airway bill marked “freight prepaid” and indicating the Purchaser as **Ministry of Health & Family Welfare, National AIDS Control Organization, Government of India, 6th& 9th Floor, Chanderlok Building, 36 Janpath, New Delhi**, through RITES Ltd., Gurgaon and notify Consignees as stated in the Contract.
- (iii) Four copies of the packing list identifying contents of each package;
- (iv) One original and three copies of the manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;
- (v) One original and three copies of supplier’s Certificate of country of origin covering all items supplied;
- (vi) Four copies of the Internal Test Analysis Report of the Manufacturer for the items offered
- (vii) Four copies of Insurance certificate.
- (viii) Four copies of Inspection certificate furnished to supplier by the nominated agency (where inspection is required)

- (ix) Certificate of quality control test results in conformity with the WHO "Certification Scheme on the quality of Pharmaceutical products moving in International Trade" stating quantitative assays chemical analysis, sterility, pyrogen content, uniformity, and other tests as appropriate to the Goods
- (x) One original and six copies of the certificate of weight issued by the port authority/licensed authority
- (xi) Affidavit and Undertaking as per Sample Form 7 & 8 of Section X.

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

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

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

- (i) Copy of NOA
- (ii) Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc. Delivery note must be signed in original and stamped or sealed with the company stamp/seal;
- (iii) Packing list identifying contents of each package
- (iv) Manufacturers or Supplier's Warranty certificate covering all items supplied.
- (v) Country of Origin certificate
- (vi) Inspection Certificate in case of Pre Dispatch Inspection/Internal Test 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

	<p>Purchaser as <b>Ministry of Health &amp; Family Welfare, National AIDS Control Organization, Government of India, 6th &amp; 9th Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon</b> who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi) the Contract number, credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <ul style="list-style-type: none"><li>(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 &amp; Family Welfare, Govt. of India and delivery up to final destination as stated in the Contract</li><li>(iii) One original &amp; 3(three) copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format.</li><li>(iv) Four copies of packing list identifying contents of each package</li><li>(v) One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied</li><li>(vi) One original and three copies of the Supplier's Certificate of Origin covering all items supplied</li><li>(vii) Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)</li><li>(viii) Four copies of Internal Test Analysis Report of drugs and pharmaceuticals of the Manufacturer</li><li>(ix) Four copies of notification of the local tax authority in support of rate of tax indicated in invoice.</li><li>(x) Four copies of Insurance certificate.</li><li>(xi) Any other/additional procurement-specific document(s) s required for delivery/payment purposes.</li><li>(xii) Affidavit and Undertaking as per Sample Form 7 &amp; 8 of Section X</li></ul> <p><b>(B) Documents to be submitted to Consignee:-</b> The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods, the expected date of arrival of</p>
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	<p>Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below:</p> <ul style="list-style-type: none"> <li>(i) Copy of NOA</li> <li>(ii) Copy of Invoice containing particulars as per Para II(A)(i) above;</li> <li>(iii) Packing list identifying contents of each package</li> <li>(iv) Manufacturer's or Supplier's Warranty certificate covering all items supplied.</li> <li>(v) Country of Origin certificate</li> <li>(vi) Copy of Dispatch Clearance Certificate (DCC) issued by the Inspection Agency.</li> </ul> <p style="text-align: center;"><b>For both I and II above:</b></p> <p>It will be the responsibility of the Supplier to obtain from the Purchaser, Customs Exemption Certificate, as may be applicable, and the Purchaser shall not be responsible for any expenditure arising out of the Supplier's inability to obtain the necessary certificate(s) in time.</p>
<b>GCC 15.1</b>	<p>Prices shall be fixed &amp; not subject to variation for the duration of the Contract. However Taxes/Duties shall be paid as applicable at the time of supply, during the scheduled delivery period.</p>
<b>GCC 16.1</b>	<p>The method and conditions of payment to be made to the supplier (payments will not be made to any other party) under this contract, as applicable under (A) or (B) below, shall be as follows:</p> <p><b>(A) Payment for goods supplied from abroad:</b></p> <p>Payment of foreign currency portion shall be made in the currency of the Contract Price in the following manner:</p> <ul style="list-style-type: none"> <li>(i) <b>On delivery to consignee:</b> Ninety (90) percent of the contract Price of the goods delivered to the consignee shall be paid within sixty (60) days of submission of documents specified in GCC Clause 13 above along with Acknowledge of Receipt of Goods (Form 5), by electronic clearing system of the Bank to the supplier's nominated bank account.</li> <li>(ii) <b>On acceptance:</b> Ten (10) percent of the contract price of goods received shall be paid within sixty (60) days of acceptance of the goods upon submission of an invoice (indicating <b>Ministry of Health &amp; Family</b></li> </ul>

	<p><b>Welfare, National AIDS Control Organization, Government of India, 6th&amp; 9th Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon</b> who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi), 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 6 of Section X) issued by the consignee through electronic clearing system of the bank. Payment of local currency portion shall be made in Indian Rupee within sixty (60) days of presentation of an invoice (indicating the <b>Ministry of Health &amp; Family Welfare, National AIDS Control Organization, Government of India, 6th&amp; 9th Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon</b> who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi) the contract number, credit number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal supported by the Acceptance Certificate issued by the consignee</p> <p><b>(B) Payment for goods and services supplied from within the purchaser's country:</b></p> <p>Payment for goods and services supplied from within the purchaser's country shall be made in Indian Rupee, as follows:</p> <p>(i) <b>On delivery to consignee:</b> Ninety (90) percent of the contract price of the goods delivered to the consignee shall be paid within 60 days of submission of documents specified in GCC Clause 13 along with the Acknowledge of Receipt of Goods (Form 5 of Section X) through ECS of the bank.</p> <p>(ii) <b>On acceptance:</b> Ten (10) percent of the contract price of goods received shall be paid within sixty (60) days of acceptance of the goods upon submission of an invoice (indicating <b>Ministry of Health &amp; Family Welfare, National AIDS Control Organization, Government of India, 6th&amp; 9th Floor, Chanderlok Building, 36 Janpath, New Delhi, through RITES Ltd., Gurgaon</b> who is authorized Procurement Agent of the Purchaser; (Place of supply: New Delhi); 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 6 of Section X) issued by the consignee.</p> <p>The payment under this contract shall be released by Pay and Accounts Officer, MoH&amp;FW GOI after due scrutiny, verification of documents submitted by supplier to Procurement agent and recommendation thereon by Procurement Agent.</p>
<b>GCC 16.5</b>	Not Applicable

<b>GCC 17.4</b>	<p>Add the following:</p> <p>“In addition, the supplier shall be responsible for all taxes, duties, license fees, road permit fees etc., incurred in Purchaser’s country until delivery of the contracted Goods to the Purchaser.</p> <p>The Purchaser is responsible for providing exemption letter for Custom/Import duties on receipt of notification from supplier (when applicable).</p> <p>Any variation in custom duty of the finished goods during the currency of the contract will be reimbursed to the Supplier/refunded by the Supplier. However no upward variation will be reimbursed to the Supplier after the expiry of the scheduled delivery period.</p> <p>In case Custom Duty Exemption certificate is not provided the duty will be reimbursed on actual on submission of documentary evidence, subject to maximum mentioned in the price schedule submitted.</p>
<b>GCC 17.5</b>	<p><b><u>Add the following:</u></b></p> <p><b><u>GST(Goods &amp; Service Tax)</u></b></p> <p>1 Any change in GST upward/downward as a result of any statutory variation on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of GST paid by the supplier. Similarly in case of downward revision in GST, the actual quantum of reduction in GST shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all relief’s, exemptions, rebates, concessions etc. if any obtained by the supplier. However no upward variation will be reimbursed to the Supplier after the expiry of the original delivery period.</p> <p>2 The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of GST on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.</p> <p><b><u>ANY OTHER LOCAL TAXES</u></b></p> <p>Since GST has subsumed all the indirect tax levies with itself, it is being made clear that nothing would be paid extra beside GST &amp; applicable Custom Duty.</p>
<b>GCC 18.1</b>	<p>Performance security shall be for an amount equal to 10 (Ten) percent of the contract price.</p> <p>Additional clause: a) In the event of any amendment issued to the Contract, the Supplier</p>

	<p>shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.</p> <p>b) The performance security shall be valid till 90 days after the date of completion of the contractual obligations including warranty.</p>
<b>GCC 18.2</b>	For the purpose of this clause each schedule constitutes separate contract
<b>GCC 18.3</b>	<p>The performance security shall be in the form of</p> <p>(a) bank guarantee and the named beneficiary shall be “RITES Ltd.” (acting as procurement agent on behalf of Ministry of Health &amp; Family Welfare Government of India). The bank guarantee shall be issued either by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) to <b>make it enforceable</b> and acceptable to the purchaser.</p> <p>(b) Demand Draft in favor of RITES Ltd. payable at Gurgaon.</p>
<b>GCC 18.5</b>	In the event of any amendment issued to the contract, the Supplier shall, with in twenty –one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.
<b>GCC19.1</b>	The Supplier or its manufacturer/s of the Goods to be supplied under this Contract must have a valid Manufacturing license from the Regulatory Authority of the country of manufacture/registration with CDSCO (Central Drug Standards Control Organization), India, and a valid WHO GMP certificate during the currency of contract or till the supplies are completed. The Purchaser will not extend any assistance for registration of the product
<b>GCC19.2</b>	Effective Date of the Contract is the date of Notification of Award.
<b>GCC 21</b>	Sub-contracting, which is not disclosed in bid, are not permitted.
<b>GCC 23.2</b>	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.
<b>GCC 24.1</b>	<p>The insurance shall be in an amount equal to 110 percent of the contract value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including war risks and strikes.</p> <p>It will be the responsibility of the Supplier to arrange insurance before dispatch of Goods.</p>

<b>GCC 25.1</b>	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
<b>GCC 25.2</b>	<p>Incidental services to be provided are:</p> <p>(a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed included in the Contract Price.</p> <p>(b) The Supplier shall provide such other services as are stated in the Technical Specifications.</p>
<b>GCC 26.1&amp; 26.2</b>	<p>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. Pre-dispatch inspection of the supplies shall be conducted by purchaser or its authorized representative retained by the purchaser for these purposes at the manufacturing site. In case where manufacturing site is outside India then Inspection may be conducted at the ware house in India as specified by the bidder. 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. In case of upward revision in number of batches and visits furnished, excess payment made to the inspection &amp; testing agency shall be borne by the Supplier.</p> <p>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.</p>

<b>GCC 26.4 (a)</b>	<p>Add the following :- The Supplier shall at the earliest furnish details of number of batches and visits for inspection and testing to enable the pre-dispatch inspection and testing when undertaken.</p> <p>The related costs of the pre-shipment inspection/testing for the first inspection/testing of goods shall be borne by the Purchaser. However, if goods are offered for inspection in smaller lots than specified in contract then supplier will have to bear the additional inspection/testing charges. The goods consumed during tests will be on suppliers account. The cost of subsequent inspections and related costs, due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the technical specifications of the contract or not.</p> <p>The Supplier shall put up the goods for such inspection to the Purchaser's inspector 15-25 days (depending on the time required for pre-dispatch inspection &amp; testing) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.</p>
<b>GCC 26.4 (c)</b>	<p>Replace "10 days" to "21 days".</p> <p>Add the following at the end of this clause</p> <p>Regardless of any pre-shipment inspection (and the result thereof) undertaken by the Purchaser, the Purchaser/Consignee may inspect and/or test the Goods at final destination. Unless the full quantity of Goods supplied according to the Schedule of Requirements/each shipment is received in good condition and conform to the specification, the Consignee will not accept the "Goods" and will not issue the acceptance certificate</p>
<b>GCC 26.10</b>	<p>Add the following new clause 9.3: Group A' supplier should provide following documents to the purchaser or its representative against each lot offered for inspection</p> <p>(i) A certificate in regard to the country of origin of the raw materials used.</p> <p>(ii) A certificate in regard to the % of value addition done in India.</p> <p>(iii) A certificate in regard to the 'country of origin' of the finished products.</p>
<b>GCC 27.1</b>	<p>Applicable rate of LD is <b>0.5 percent</b> per week or part thereof.</p> <p>Maximum deduction shall be <b>10 percent</b> of the delivered price of the delayed goods.</p>
<b>GCC 28.1</b>	<p>Replace the words "port/airport of entry " with " consignee ".</p>
<b>GCC 28.2</b>	<p>The period mentioned as three months to be read as <b>full period of shelf</b></p>

	<b>life of goods.</b>
<b>GCC 28.4</b>	The period for the replacement of defective goods is: 30 days.  The date of receipt of replacement supplies at consignee will be treated as the date of delivery for the purpose of calculation of liquidated damages.
<b>GCC 33.5</b>	The following may be added: The Purchaser reserves the right to amend the quantity on order during the placement of contract or currency of contract. Percentage for increase or decrease of quantity of goods and services originally specified: 25%.

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## Section X. Contract Forms

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# 1. Notification of Award

*[letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.** . . . . .

This is to notify you that your Bid dated . . . . *[insert date]* . . . . for execution of the . . . .  
 . . . . .*[insert name of the contract and identification number, as given in the SCC]*. . . . .  
 . . . . . for the Accepted Contract Amount of . . . . .*[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section X, Contract Forms, of the Bidding Document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract Agreement**

## 2. Form of Contract Agreement

THIS AGREEMENT made

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

BETWEEN

- (1) [ *insert complete name of Purchaser* ], a [ *insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }* ] and having its principal place of business at [ *insert address of Purchaser* ] (hereinafter called “the Purchaser”), of the one part, 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”), of the other part :

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract Agreement. .
  - (a) Notification of Award
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_\_\_ (if any)
  - (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedules)

- (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, 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.
  5. Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

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

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**TOTAL VALUE:**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*  
 in the capacity of *[ insert title or other appropriate designation ]*  
 in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*  
 in the capacity of *[ insert title or other appropriate designation ]*  
 in the presence of *[ insert identification of official witness]*

### 3. Performance Security

#### Bank Guarantee

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser ]*

**Date:** *\_ [Insert date of issue]*

**PERFORMANCE GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *\_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *\_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

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

At the request of the Applicant, we *[insert: name of Bank]*, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]*

*( [insert amount in words],<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.*

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

<sup>1</sup> *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

<sup>2</sup> *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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*paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

## **4. Advance Payment Security**

**DELETED**

## **5. 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

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 (NACP IV)
Purchaser	: Ministry of Health & Family Welfare (NACO)
Contract i.e. NOA No. & Date	:
Description of Goods (Schedule No.)	:
Delivery Lot No.	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Batch No(s).	:
Manufacturing Date(s)	:
Expiry Date(s)	:
Invoice No. and Date	:
Date of delivery at Consignee destination site	:
Outstanding/dues with the supplier as per NOA & amendment, if any	:
Consignee full Address:	Signature of Designated Consignee :  Name : Designation : Seal : Contact No. : Fax No. :

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

Copy To:

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

## **6. 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

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

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

## 7. 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 claimed have been correctly made to the respective consignees. I take full responsibility for the correctness of the documents submitted against 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, and 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\_\_\_\_\_.*

*With specific regard to the taxes/duties payable on the goods & incidental services for which payment is being claimed, I declare that I have deposited / will deposit the claimed taxes/duties to the relevant tax authorities and I will be fully responsible for the same.*

***We (name of Supplier) also confirm that we are responsible for compliance of all the statutory provisions in regards to supply of drugs/other items as per law of the country. We hereby undertake to indemnify RITES/MOHFW for any loss incurred on account of the same.***

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

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

(Full address of Supplier)

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

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

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

Address \_\_\_\_\_

**Note:**

1. The affidavit is to be submitted on a non judicial stamp paper of Rs 100 /-(Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming 90% payment.

## 8. Undertaking (On Letter Head)

- a. We \_\_\_\_\_ (name of Supplier) have not supplied drugs manufactured from any or our production units which is banned by DCGI in connection with NOA No. \_\_\_\_\_ dated \_\_\_\_\_. No alert has been issued by any regulatory authority in respect of the production units from which these drugs have been supplied.
- b. We (name of supplier) also confirm that the unit price charged in the invoice pertaining to NOA No. \_\_\_\_\_ dated \_\_\_\_\_ is not more than the ceiling price, if any notified by Govt. of India.

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

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

(Full address of Supplier)

Date:

Note:

This undertaking is to be submitted along with the invoices at the time of claiming 90% payment.