

Ministry of Health & Family Welfare
 Government of India
 Through
RITES LIMITED
RITES Bhawan
Plot No.1, Sector 29
(Near IFFCO Chowk)
GURGAON
INDIA

Fax: 91-124-2571659/2571660

Tel: 91-124-2818283/2818245/2571680

Invitation of Bids for Conclusion of
Rate Contract for Supply of Purified Protein Derivative (PPD)

BID REFERENCE	:	<u>RITES/MSM/RNTCP/03/2005</u>
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	01.05.2006
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	07.06.2006
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	11.00 hrs.of 08.06.2006
TIME AND DATE OF OPENING OF BIDS	:	11.15 hrs. of 08.06.2006
PLACE OF OPENING OF BIDS	:	Group General Manager/MSM RITES Ltd., RITES Bhavan, Plot No. 1, Sector 29 Gurgaon - 122001 (Haryana), India Fax: 91-124-2571659/2571660 Tel: 91-124-2818283/2818245/2571680
ADDRESS FOR COMMUNICATION	:	Group General Manager/MSM RITES Ltd., RITES Bhavan, Plot No. 1, Sector 29 Gurgaon - 122001 (Haryana), India Fax: 91-124-2571659/2571660 Tel: 91-124-2818283/2818245/2571680

CONTENTS

Invitation for Bids (IFB)..... 3

Section I. Instructions to Bidders (ITB)..... 6

 Table of Clauses 7

Section II. General Conditions of Contract 27

 Table of Clauses 28

Section III. Schedule of Requirements 43

Section IV. Technical Specifications..... 45

Part A -- Technical Specifications of PPD..... 46

Part B -- Technical Specifications - General 47

Section V. Sample Forms..... 50

INVITATION FOR BIDS

Invitation for Bids (IFB)

IFB No : RITES/MSM/RNTCP/ 03/2005

Date : 21.04.2006

Project Name: Revised National Tuberculosis Control Programme

1. The Ministry of Health & Family Welfare, Govt. of India intends to utilise part of its domestic budget for eligible payments under the contracts for procurement of Purified Protein Derivative (PPD) for which this invitation for Bids is issued under Revised National Tuberculosis Control Programme.
2. The RITES Ltd., on behalf of Ministry of Health & Family Welfare, Govt. of India now invites sealed bids from eligible bidders for the finalisation of rate contract of following goods: -

Sch No.	Description	Accounting unit	Approximate Annual Requirement
I	Purified Protein Derivative (PPD), RT23, I TU Strength in 1.5 ml/2.0ml vials to be used for doing mantoux test for diagnostic purpose in children.	Vial	329000 Vials

3. The rate contract would be finalized by M/s RITES Ltd. on behalf of Ministry of Health & Family Welfare, Govt. of India, New Delhi. The period of Rate Contract shall be one year from the date of conclusion of contract.
4. Bidding will be conducted as per the procedures specified in the bidding documents.
5.
 - a) Interested eligible bidders may obtain further information and inspect the bidding documents at the address given below from 10 AM to 4 PM on any working day and before closing dates:
 - b) Documentary evidence will be required of all bidders that they have the qualifications, experience and capacity to be able to successfully complete the contract on time for the vaccines offered.
6. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the Group General Manager (MSM) at the address given below and upon payment of a nonrefundable fee of Rs.3000/- between 01.05.2006 to 07.06.2006. The method of payment will be a bank draft or certified banker's cheque made out in favour of RITES Ltd. payable at Gurgaon. Bidding document requested by mail will be sent by courier or speed post on payment of an extra amount of Rs.750/-. Purchaser will not be held responsible for the postal delay, if any, in the delivery of the document or non receipt of the same.
7. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on 16.05.2006 at 11.00 hrs at the address mentioned in S.No. 9.
8. Bids must be delivered to the address below at or before 11:00 AM on 08.06.2006. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below at 11.15 AM on 08.06.2006. All bids must be accompanied by a bid security of Rs.2,00,000/- (Rupees Two Lakhs only).

9. In the event of the date being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

Group General Manager/MSM
RITES Ltd.,
RITES Bhavan,
Plot No. 1, Sector 29
Gurgaon - 122001 (Haryana), India
Fax: 91-124-2571659/2571660
Tel: 91-124-2818283/2818245/2571680

10. Interested bidder may visit RITES website “ www.rites.com” and/or Ministry of Health & Family Welfare website www.mohfw.nic.in for more information.

SECTION I. INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

A. Introduction	9
1. Scope of Bid.....	9
2. Source of Funds	9
3. Fraud and Corruption	9
4. Eligibility	10
5. Documents Establishing confirmity of Goods and Services to Bidding Documents.....	10
6. Qualifications of the Bidder.....	10
7. One Bid per Bidder	12
8. Cost of Bidding	12
B. The Bidding Documents.....	12
9. Content of Bidding Documents.....	12
10. Clarification of Bidding Documents	6
11. Amendment of Bidding Documents	13
C. Preparation of Bids	13
12. Language of Bid.....	13
13. Documents Constituting the Bid	13
14. Bid Form	14
15. Bid Prices	14
16. Currencies of Bid	15
17. Period of Validity of Bids	15
18. Bid Security	15
19. Alternative Proposals by Bidders.....	16
20. Format and Signing of Bid.....	16
D. Submission of Bids	17
21. Sealing and Marking of Bids	17
22. Deadline for Submission of Bids	17
23. Late Bids	18
24. Modification and Withdrawal of Bids.....	18
E. Opening and Evaluation of Bids	19
25. Bid Opening	19
26. Clarification of Bids.....	20
27. Confidentiality	20
28. Examination of Bids and Determination of Responsiveness	20
29. Correction of Errors	21
30. Evaluation and Comparison of Bids	21

F. Award of RateContract.....	22
31. Post Qualification.....	22
32. Award Criteria	22
33. Purchaser's Right to Accept any Bid and to reject any or all bids	22
34. Purchaser's Right to vary quantities at Time of Award.....	22
35. Notification of Award.....	23
36. Period of Rate Contract & Competent Authority to place supply order	23
37. Signing of Contract.....	23
38. Performance Security.....	23
39. Clarification on Duties & Taxes	24
40. Price/Purchase preference.....	26

Instructions to Bidders

A. INTRODUCTION

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- 1. Scope of Bid**
- 1.1 RITES Ltd., RITES Bhawan, Plot No-1, Sec-29, Gurgaon-122001(Haryana), India for and on behalf of Ministry of Health & Family Welfare (Govt. of India) invites bids for conclusion of rate contract for supply of Purified Protein Derivative (PPD). The period of rate contract shall be one year from the date of NOA. Detailed description of goods and specification are given in schedule of requirement and technical specification respectively. Identification number of contract is RITES/MSM/RNTCP/03/2005.
- 1.2 Throughout these bidding documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.
- 2. Source of Funds**
- 2.1 The Government of India
- 3. Fraud and Corruption**
- 3.1 It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser :
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the purchaser; it includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non competitive levels and to deprive the purchaser of the benefits of free and open competition.
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- 3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 6.4 and 23.1 (d) of the General Conditions of Contract.

- 3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the purchaser will cancel the Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged during the procurement or the execution of the Contract.
- 4. Eligibility**
- 4.1 Except as provided in ITB Sub-Clauses 4.2 this bidding process is open to all indigenous manufacturers of the goods or their authorised representative as per Manufacturer's Authorization Form 7 in Section V.
- 4.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 3.1(b) shall be ineligible to bid for the contract during the period of time determined by the Purchaser.
- 5. Documents Establishing confirmity of Goods and Services to Bidding Documents**
- 5.1 The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
 - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- 5.2 For purposes of the commentary to be furnished pursuant to ITB Clause 5.1 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications and meet the pharmacopocial standards.
- 6. Qualifications of the Bidder**
- 6.1 Qualification requirements for Bidders are:
- The Bidder should submit documentary evidence on its qualifications to perform the Contract if its bid is accepted as detailed below:
- (i) that, in the case of a Bidder offering to supply Goods under the Contract which the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:
 - (a) is incorporated in India.
 - (b) has been licensed by the concerned regulatory authority to supply the Goods covered by the IFB;
 - (c) has manufactured and marketed the specific goods covered by the Bidding Document, for at least two (2)

- years, and for similar Goods for at least five (5) years (In support of this, data on past performance should be submitted as per Form 7 in Section V);
- (d) has received a satisfactory GMP certificate issued by a competent authority
 - (e) has the necessary capability to meet with the standards and quality control assurance for supplies as detailed in the technical specifications
 - (f) has adequate arrangement to maintain cold chain upto each destination.
 - (g) provides the evidence that it has the financial, technical and production capability necessary to perform the contract as under:
 - ❖ that it has successfully completed or substantially completed at least two contracts of for supply of Vial/Injection of 3 million Indian rupee within the period of last five years
 - ❖ that it has achieved an annual production rate of at least the quantities specified in “Section III – Schedule of Requirements” in any one of last five years
 - ❖ that it has generated an average annual turnover of at least 50 million Indian rupee during the last five years
- (ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder has been duly authorized by a manufacturer of the Goods that meets the above criteria, to supply the Goods in India, as per authorization Form 7 in Section V; and the bidder as authorized representative must have an average annual turnover of at least of the value of 3 million Indian rupee during the last five year for Vials/Injection.
- (ii) The Bidder shall also furnish the following documents along with his bid:
- (a) a copy of its manufacture license and a statement of installed manufacturing capacity;
 - (b) copies of its audited financial statements for the past three fiscal years;
 - (c) details of on-site quality control laboratory facilities and services and range of tests conducted;
 - (d) list of major supply contracts conducted within the last five years as per Form 6 in Section V.

- (e) a copy of the certificate of quality assurance for its manufacture as detailed in technical specifications.
- (f) a copy of achieved annual production rate certified by Chartered Accountant
- (g) Bidder should furnish documents to the satisfaction of purchaser that they have adequate arrangement to maintain cold chain upto each destination.
- (h) The De-registered/Debarred/Blacklisted firms for product or constituent of the product by Medical Stores Organisation (MSO) of Director General of Health Services, Ministry of Health & Family Welfare, GOI, New Delhi till the due date of submission of Bid, should not participate in bidding. The bidder should give an undertaking in the bid that they are not Deregistered/Debarred/Blacklisted by above referred organisations.

- 7. One Bid per Bidder** 7.1 A firm shall submit only one bid either individually or as a partner of a joint venture A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.
- 8. Cost of Bidding** 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

- 9. Content of Bidding Documents** 9.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 11.
- | | |
|--------------|---|
| Section I. | Instructions to Bidders (ITB) |
| Section II. | General Conditions of Contract (GCC) |
| Section III. | Schedule of Requirements |
| Section IV. | Technical Specifications |
| Section V. | Sample Forms (including Contract Agreement) |
- 9.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 9.1 above, said Bidding Documents will take precedence.

10. Clarification of Bidding Documents

- 10.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the **Purchaser** in writing or by cable (for these ITB, the term “cable” is deemed to include electronic mail, telex, or facsimile) at the **Purchaser’s** address **indicated in the clause 21.2 (b) of ITB**. The **Purchaser** will respond **in writing to any request for clarification received no later than fourteen (14) calendar days** prior to the deadline of submission of bids. Copies of the Purchaser’s response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source.
- 10.2 Pre Bid meeting :- The bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below:-

Date: 16.05.2006

Time: 11:00 AM

Venue: RITES Ltd., RITES Bhavan, 2nd Floor, Right Wing,
Plot No. 1, Sector 29,
Gurgaon - 122001 (Haryana), India
Fax: 91-124-2571659/2571660
Tel: 91-124-2818283/2818245

11. Amendment of Bidding Documents

- 11.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 9.1 and shall be communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
- 11.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify all Bidders by cable confirmed in writing of the extended deadline.

C. PREPARATION OF BIDS

12. Language of Bid

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

**13. Documents
Constituting the
Bid**

- 13.1 The bid submitted by the Bidder shall comprise the following:
- (a) duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section V;
 - (b) original form of bid security in accordance with the provisions of ITB Sub-Clause 18 (Bid Security);
 - (c) written power of attorney authorizing the signatory of the bid to commit the Bidder;
 - (d) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Bidder is qualified to perform the Contract if its bid is accepted.
 - (e) Manufacturer's authorization Form 7, Section –V.

14. Bid Form

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

15. Bid Prices

- 15.1 The Bidder shall indicate on the Price Schedule, the unit price of each item, it proposes to supply under the Contract.
- 15.2 The bidder shall quote the prices on "Free Delivery on Door Delivery Basis" to all consignees. The list of probable consignees is attached in schedule of requirement. However the list of consignees is the tentative list. The purchaser reserves the right to change any consignee at the time of placement of order.
- 15.3 Uniform rates for all the consignees must be quoted. Quotations at different rates for different consignees will not be considered.
- 15.4 The rate quoted should be both in words and figures. No figure or word should, be over written. Correction. if any should be rewritten under the full signature of the person signing the tender.
- 15.5 The rate of Excise Duty and quantum of Excise Duty included in the unit rates should be shown distinctly. Similarly, Sales Tax, if any, where legally Leviable and intended to be claimed extra should be shown distinctly as percentage along with the price quoted, separately. Where this is not done, no claim for excise duty and or Sales Tax will be admitted at any later stage on any ground.
- 15.6 Prices indicated on the Price Schedule shall be entered separately

in the following manner:

- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties and sales tax and other duties and taxes already paid or payable:
 - on the components and raw material used in producing or manufacturing the Goods quoted ex works or ex factory;
- (ii) any Indian duties, sales and other taxes that will be payable on the Goods if the Contract is awarded.
- (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination,
- (iv) the price of other incidental Services, if any, listed in the clause 14 of GCC.

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

- 15.7 The prices quoted by the bidder should be on firm and fixed basis during the currency of the rate contract, except in respect of such drugs where prices are governed by Drugs (Price Control) Order 1995, in which cases the prices quoted should not exceed the ceiling price of DPCO/NPPA. While claiming payment, bidders shall be required to submit a certificate to this effect from Internal Auditor / Chartered Accountant / Managing Director. A bid submitted with adjustable price quotation will be treated as non responsive and will be rejected pursuant to ITB clause 28.

16. Currencies of Bid

Prices shall be quoted in Indian Rupees.

17. Period of Validity of Bids

- 17.1 Bids shall remain valid for the period of 90 days after the date of bid submission specified in ITB Clause 22. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security.

18. Bid Security

- 18.1 the Bidder shall furnish, as part of its bid, a bid security of Rs. 2,00,000/ (Two Lacs) along with the bid.
- 18.2 The bid security shall remain valid for a period of 45 days beyond

the validity period for the bid.

- 18.3 The bid security shall be denominated in Indian Rupees, and shall be, at the Bidder's option, in one of the following forms:
- (a) a cashier's or certified cheque or a demand draft drawn in favour of the Purchaser;
 - (b) a (bank) guarantee issued by a nationalized/scheduled/reputed bank (acceptable to the purchaser) in India . The format of the (bank) guarantee shall be in accordance with the form of bid security included in Section V or any other form acceptable to the Purchaser.
- 18.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as non-responsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.
- 18.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity.
- 18.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Agreement and furnished the required performance security.
- 18.7 The bid security may be forfeited
- (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 17.2 and 24.3; or
 - (b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 29; or
 - (c) in the case of a successful bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the agreement, or
 - (ii) furnish the required performance security.
 - (iii) In case of any false, incorrect or misleading information provided in the bid.

19. Alternative Proposals by Bidders

Alternative bids shall not be accepted.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original and one copy of the bid, clearly marking each one as "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 20.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 13.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a

person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 13.1 (c) shall accompany the bid.

- 20.3 Any interlineation, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.
- 20.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract.

D. Submission of Bids

21. Sealing and Marking of Bids

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

21.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser at the address given below

RITES Ltd.,
RITES Bhavan,
Plot No. 1, Sector 29
Gurgaon - 122001 (Haryana), India
Fax: 91-124-2571659/2571660
Tel: 91-124-2818283/2818245/2571680

- (c) bear the specific identification number and title i.e. RITES/MSM/RNTCP/03/2005 and Invitation of bid for rate contract for PPD respectively.

- (d) bear a statement "DO NOT OPEN BEFORE _____ at _____ hrs " to be completed with the time and date specified in the ITB clause 22.1.

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

22. Deadline for Submission of Bids

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

Bids must be delivered before 1100 A.M. on 08.06.2006. Late bids will be rejected.

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

23. Late Bids

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

24. Modification and Withdrawal of Bids

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

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

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

- (a) The Bidder shall provide an original and the number of copies specified in the ITB clause 20.1 of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" and "BID MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION."
- (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 21.2 and 21.3.

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

- (a) be addressed to the Purchaser at the address named in the ITB clause 21.2 (b)
- (b) bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words "BID WITHDRAWAL NOTICE," and
- (c) be accompanied by a written power of attorney authorizing

the signatory of the withdrawal notice to withdraw the bid.

- 24.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.3, shall be returned unopened to the Bidders.
- 24.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 17. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 18.7.

E. OPENING AND EVALUATION OF BIDS

25. Bid Opening

- 25.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at 11.15 hrs, on the date, and at the place specified in the ITB clause 21.2 (b). Bidders' representatives shall sign a register as proof of their attendance.

Bids will be opened in the presence of the bidders' representatives who choose to attend at the address mentioned in ITB 21.2 (b) at 11:15 AM on 08.06.2006. All bids must be accompanied by a bid security of Rs.2,00,000/- (Rupees Two Lakhs only).

“ In the event of the specified date of the bid opening date of bid opening being declared a holiday for the purchaser, the bids shall be opened at the appointed time and location on the next working day”.

- 25.2 Envelopes marked “WITHDRAWAL” shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked “MODIFICATION” shall be read out and opened with the corresponding bid.
- 25.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts and alternative offers, if allowed in the Bid Data Sheet; the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 23.1.
- 25.4 Bids (and modifications sent pursuant to ITB Sub-Clause 24.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

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

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

- 26. Clarification of Bids**
- 26.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 29.1.
- 27. Confidentiality**
- 27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 27.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 27.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.
- 28. Examination of Bids and Determination of Responsiveness**
- 28.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 28.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 28.3 Prior to the detailed evaluation, pursuant to ITB Clause 30, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms,

conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

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

- “- Bid Security (ITB Clause 18);
- Performance Security (GCC Clause 8);
- Warranty (GCC Clause 15);
- Force Majeure (GCC Clause 24) ;
- Limitation of liability (GCC Clause 28).”
- Applicable Law (GCC Clause 30);
- Taxes and Duties (GCC Clause 32);
- Fall clause (GCC Clause 33)

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

29. Correction of Errors

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

30. Evaluation and Comparison of Bids

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

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

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

- 30.4 The Purchaser reserves the right to award the rate contract simultaneously or at any time during its currency with one or more supplier

F. AWARD OF RATE CONTRACT

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- 31. Post qualification**
- 31.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 6.1 .
- 31.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 6.1, as well as other information the Purchaser deems necessary and appropriate.
- 31.3 An affirmative postqualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 32. Award Criteria**
- 33.1 Pursuant to ITB Clauses 30, 31, and 35, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.
- 33. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 33.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
- 34. Purchaser's Right to Vary Quantities at Time of Award**
- The Purchaser reserves the right to place separate rate contract/s during the rate contract period.
- The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods as follows:-
- The quantity indicated in schedule of requirement is approximate. No quantity will be mentioned in NOA for rate contract. The supply orders will be placed subsequently as & when there is requirement, upto the last date of validity of rate contract. The actual quantity against supply contract may vary upward and downward with the approximate quantity given in Schedule of requirement.
 - The purchaser reserves the right to place any or no

number of supply orders for supply of PPD during the rate contract period.

- The purchaser reserves the right to place the supply orders on any other supplier(s) during the rate contract period.

35. Notification of Award

- 35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by fax, to be subsequently confirmed in writing by registered letter, that its bid has been accepted for award of rate contract.
- 35.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 38, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 18.
- 35.3 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

36. Period of Rate Contract & Competent Authority to place supply order

- 36.1 The period of rate contract shall be from 01 April 2006 to 31 March 2007 or one year from the date of conclusion of rate contract. The unit prices(s) for supply of goods shall remain fixed during the entire part of currency of contract and shall not be subject to adjustment on any account

The purchaser reserves the right to renew/extend the rate contract with the supplier at expiration of the contract at the same terms and conditions, for a further period upto 6 months after expiry of currency of rate contract. In that case performance bank guarantee shall have to be extended suitably.

- 36.2 Pursuant to this Rate contract, the supply order(s) for supply of goods shall be placed on the supplier by M/s RITES Ltd., on behalf of Ministry of Health and Family Welfare, Govt. of India.

All the supply orders would be concluded as separate contracts as per terms and conditions as given in the rate contract

37. Signing of Contract

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

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

38. Performance Security

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

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

39. Clarification on Duties & Taxes

39.1 **EXCISE DUTY**

39.1.1 The price quoted should be inclusive of Excise Duty. The rate of excise duty and quantum of Excise Duty included should be shown distinctly. In the absence of any such stipulation it will be presumed that the price includes Excise Duty and no claim for the same will be entertained.

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

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

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

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

39.2 **SALES TAX**

39.2.1 The price quoted should be exclusive, of Sales Tax. The element of CST or local taxes leviable extra should be clearly mentioned.

39.2.2 If it is desired by the bidder to ask for sales tax to be paid as extra the same must be specifically stated and shown distinctly as a percentage along with the price-quoted, separately. Where this is not done, no claim for sales tax will be admitted at any later stage on any ground. Further in the absence of any such stipulation regarding sales tax in the bidder, it, will be presumed that the prices quoted by the bidder are inclusive of sales tax and no liability for payment of sales tax will be devolved up on the purchaser.

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

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

39.3 **OCTROI DUTY AND LOCAL T AXES**

39.3.1 Materials to be supplied to Govt. Departments against

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

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

40. Price/Purchase preference	40	The Purchaser reserves the right to give purchase/price preference to the Public Sector unit/Small Scale units as per the policies of Govt. of India in vogue, for which bidder should produce valid copy of such orders of Government of India
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SECTION II. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1.	Definitions	29
2.	Scope of Contract	30
3.	Application	30
4.	Country of Origin	30
5.	Standards	30
6.	Use of Contract Documents and Information; Inspection and Audit by the Purchaser	31
7.	Patent Rights	31
8.	Performance Security	31
9.	Inspections and Tests	32
10.	Packing	33
11.	Delivery and Documents	33
12.	Insurance	34
13.	Transportation	34
14.	Incidental Services	34
15.	Warranty	34
16.	Payment	35
17.	Prices	35
18.	Change Orders	35
19.	Contract Amendments	36
20.	Assignment	36
21.	Delays in the Supplier's Performance	36
22.	Liquidated Damages	37
23.	Termination for Default	37
24.	Force Majeure	38
25.	Termination for Insolvency	39
26.	Termination for Convenience	39
27.	Settlement of Disputes	39
28.	Limitation of Liability	40
29.	Governing Language	41
30.	Applicable Law	41
31.	Notices	41
32.	Taxes and Duties	41
33.	Fall Clause	41
34.	Grace Period	42

General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) “The Contract Price” means the unit price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) “Day” means calendar day.
 - (d) “Effective Date” means the date on which this Contract becomes effective pursuant to GCC Clause 2.2.
 - (e) “End User” mean the consignees where the goods will be used.
 - (f) “GCC” means the General Conditions of Contract contained in this section.
 - (g) “The Goods” means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) “The Purchaser” means Ministry of Health & Family Welfare, Govt. of India through RITES Ltd, New Delhi.
 - (j) “The Purchaser’s Country” is India.
 - (j) “Registration Certificate” means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in India in accordance with the Applicable Law.
 - (k) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (l) “The Site,” where applicable, means the place or places named in the Schedule of requirement.

- (m) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (n) Rate Contract (R/C) means an agreement between Purchaser & Supplier to supply the goods at specified prices during the period covered by the rate contract. The rate contract is a standing offer from the supplier.
- (o) Supply order means the agreement signed by purchaser and binding on supplier to supply the goods as per terms and condition of the rate contract.

2. Scope of Contract

- 2.1 The Purchaser will operate the Rate Contract (R/C) and place the Supply Orders (S/Os) directly on the supplier holding the Rate Contract at the terms and conditions of rate contract. Such Supply Orders would be legally binding. All the Supply Orders placed upto the last day of the validity of the R/C will be valid S/Orders. The Supplier is bound to execute all valid Supply Orders even if the delivery period of Supply Orders extend beyond the validity period of R/C.
- 2.2 The Period of rate contract shall be one year from the date of operation.
- 2.3 No guarantee can be given as to the number or quantity of the goods which will be ordered during the period of rate contract which is in the nature of standing offer only from the supplier, but the purchaser shall place the supplier orders on the supplier for all goods as required during the period of rate contract except that the purchaser reserves the right :
 - (i) Of placing the rate contracts simultaneously or at any time during its period with one or more suppliers, and
 - (ii) Of obtaining from other sources any goods referred to in the contract to meet emergency, if the purchaser (whose decision shall be final) is satisfied that the supplier is not in a position to supply specific quantities within the period in which supply is required.

3. Application

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

4. Country of Origin

- 4.1 Any Goods and Services supplied under the Contract shall have their origin in India.

5. Standards

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

- 6. Use of Contract Documents and Information; Inspection and Audit by the Purchaser**
- 6.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 6.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 6.1 except for purposes of performing the Contract.
- 6.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 6.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 7. Patent Rights**
- 7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in India.
- 8. Performance Security**
- 8.1 Within twenty-one (21) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount equal to three hundred thousand (3,00,000) Indian rupee.
- 8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 8.3 The performance security shall be denominated in Indian Rupees, and shall be in one of the following forms:
- (a) an unconditional bank guarantee issued by a nationalized/scheduled/reputed bank located in India and acceptable to the Purchaser, in the format provided in the Bidding Documents; or
 - (b) a cashier's or banker's certified check or a crossed demand draft or a pay-order drawn in favour of the Purchaser.
- 8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following

the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

Accordingly, the performance security should be valid for a period of 30 days beyond shelf life of the goods.

9. Inspections and Tests

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

The Technical Specifications (Section IV) shall specify what inspections and tests the Purchaser requires and where they are to be conducted. Further,

- (a) Pre-dispatch inspection of the supplies shall be conducted by BCG vaccine laboratory, Guindy, Chennai or any other representative retained by the purchaser for these purposes. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- (b) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.
- (c) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
- (d) Upon receipt of the Goods at place of final destination, the end user/consignee shall have the right to inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The end user/consignee will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within thirty (30) days of receipt of the Goods or part of Goods at place of final destination.
- (e) Batch wise inspection of goods shall be carried out by Purchaser's representative.
- (f) The contractor shall maintain stocks of pre inspected goods at the places indicated by him in his bid and shall make deliveries against supply orders from such stocks as and when required.

9.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination,

whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10. Packing

- 10.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 10.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

11. Delivery and Documents

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

After delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Consignees for Payment:

(a) 100% payment shall be made within 60 days on submission of the following documents.

- (1) 4 (four) copies of suppliers Invoices showing a description of the goods, quantity, unit price, total amount
 - (2) 4 (four) copies of Goods received and acceptance note duly signed and stamped with date by authorised consignee at district(s).
 - (3) Suppliers / manufacturer's warranty
 - (4) Certified copies of :
 - (i) Batch wise in house test reports
 - (ii) Pre dispatch inspection note issued by representative of purchaser
 - (5) Certificates by supplier as required vide ITB clause 15.7 & GCC clause 33.2.
 - (6) Affidavit as per section V.(Form No. 8)
- (b) All invoices shall be raised by the supplier directly to the

consignees

- 12. Insurance** 12.1 The supplier shall be responsible till the entire stores contracted for arrive in full & good conditions at the consignees places
- 13. Transportation** 13.1 Where the Supplier is required under the Contact to transport the Goods to a specified place of destination within India, defined as the Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 14. Incidental Services** 14.1 The Supplier shall provide such incidental services:-
- (a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed included in the Contract Price.
 - (b) The Supplier shall provide such other services as are stated in the Technical Specifications.
- 15. Warranty** 15.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry.
- The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at site or named place of destination in India for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, have “overages” within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.
- 15.2 The Purchaser shall have the right to make claims under the above warranty up to the period of shelf life of goods. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
- 15.3 In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer’s retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the

independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

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

15.5 Recalls

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

16. Payment

16.1 100% payment within 60 days of submitting of documents in GCC clause-11. All payment will be made in Indian Rupee only.

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

16.3 Payments shall be made promptly by the State Health Societies of the concerned States through State TB Officer of the State, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 deleted

16.5 All payments shall be made in Indian Rupees.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid for the duration of the Rate Contract.

18. Change Orders

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

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

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

19. Contract Amendments

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

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Delays in the Supplier's Performance

21.1 DELAYS IN THE SUPPLIES PERFORMANCE OF THE CONTRACT:

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

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

21.2 If at any time during the performance of the supply order, the supplier should encounter conditions impeding timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the, situation and may at its discretion extend the suppliers time for performance in which case the extension shall be ratified by the parties by amendment of the supply order. The extension of the delivery period will be subject to the following conditions.

a. The Purchaser shall deduct from the supplier under the provision

of Clause 22 liquidated damages on the goods, which the supplier has failed to deliver within the delivery period fixed for delivery.

- b. That no increase in price on account of any statutory increases in or fresh imposition of customs duty, excise duty or sales tax or on account of any other tax or duty Leviable in respect of the goods specified in the supply order(s) which takes place after the date of the delivery period stipulated in the supply order, shall be admissible on such of the said goods as are delivered after the date of delivery stipulated In the supply order.
 - c. But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs duty, Excise Duty, Sales Tax or on *account of* any other tax or duty or on any other grounds which takes place after the expiry of the date of delivery stipulated in supply order.
- 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

22. Liquidated Damages

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

23. Termination for Default

- 23.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the rate Contract and/or supply order(s) in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the supply order , or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
 - (b) if the Goods do not meet the Technical Specifications stated in the Contract; or

- (c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract (supply order(s))

For the purpose of this clause:

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

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

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

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

24. Force Majeure

- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 25. Termination for Insolvency**
- 25.1 The Purchaser may at any time terminate the rate contract and/or supply order(s) by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
- 26. Termination for Convenience**
- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the rate contract and/or supply order(s), in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the supply order(s) terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure are as follows:-
- (a) In case of Dispute or difference arising between the Purchaser and

a 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 Secretary, Ministry of Health & Family Welfare.

- (b) 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 Secretary, Ministry of Health & Family Welfare.
- (c) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon parties. 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 arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (e) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings.

27.3 Notwithstanding any reference to arbitration herein,

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

28. Limitation of Liability

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

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

damages to the Purchaser and

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

29. Governing Language

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

30. Applicable Law

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

31. Notices

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

The Purchaser's addresses for notice purposes is:
 Ministry of Health & Family Welfare, New Delhi, through
 RITES Ltd., RITES Bhavan,
 Plot No. 1, Sector 29
 Gurgaon - 122001 (Haryana), India
 Fax: 91-124-2571659/2571660
 Tel: 91-124-2818283/2818245/2571680

The Supplier's addresses for notice purposes is:
 As mentioned in the contract.

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

32. Taxes and Duties

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

33. Fall Clause

33.1 The price charged for the goods supplied under the contract by the supplier shall in no event exceed the lowest price at which the supplier sells the goods or offers to sell goods of identical description to any persons / organisations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be during the period till performance of all supply orders placed during the currency of the Rate Contract is completed.

If at any subsequent date after submission of the bid or placing of a supply order, the supplier (the term supplier will also include his authorised distributor/agent) reduces the sale price of such goods

or sells or offers to sell such goods to any persons / organisations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government, as the case may be at a price lower than the price charged/chargeable against the supply order placed against this rate contract the supplier (including his authorised distributor/agent as aforesaid in case the bid is submitted by them and the supply is also effected by them) will forth-with notify such reduction in sale price to the Purchaser and the price payable for the goods to be supplied against the supply order after the date of such reduction in sale price coming into force, shall stand correspondingly reduced.

The above stipulation will, however, not apply to:

- (a) Export / Deemed Exports by the Contractor and
- (b) Sale of drugs which have short leftover expiry dates

33.2. Supplier shall submit a certificate to the concerned Paying authority at the time of claiming payment for supplies made against supply orders.

“I/We certify that goods of description identical to the goods supplied have not been offered / sold by them to any persons / organizations up to the date of bill / completion of supply against all supply orders placed at a price lower than the price charged to the purchaser(s) under this rate contract.”

34. Grace Period

Where deliveries are affected within 21 days of delivery period and not any extended date of delivery, the same will be accepted by the purchaser without imposing liquidated damages. This period of 21 days would only be applicable for affecting delivery and would not be available for offering stocks for inspection.

SECTION III. SCHEDULE OF REQUIREMENTS

SECTION III

SCHEDULE OF REQUIREMENTS

Sch No.	Description	Quantity (Approximate)	Bid Security Equivalent to Indian Rupees.
I	Purified Protein Derivative (PPD), RT23, I TU Strength in 1.5 ml/2.0ml vials to be used for doing mantoux test for diagnostic purpose in children.	329000 Vials	2,00,000

Note :

1. Quantities indicated above are estimated demands. During the period of Rate contract, actual demands may vary significantly from the estimates.
2. As and when there will be requirement, supply orders would be placed for supplies to different consignees. The list of consignees is attached as Annexure "A".
3. The list of consignees is tentative. Purchaser reserves the right to change any consignee at the time of placement of supply orders
4. Term of delivery is free delivery on door delivery basis to all consignees. A cold chain is to be maintained till delivery of goods to the consignees.
5. Bidder shall quote uniform rate for all the consignees. Offer with different rate for different consignees shall be summarily rejected
6. Supplier shall commence supplies of the goods ordered in the supply orders placed against the rate contract within 30 days of placement of individual supply order. The supplies shall be made of the rate of minimum 50,000 vials per month. Bidders with lead time of more than 30 days and/or delivery rate of less than 50,000 vials per month shall be summarily rejected.
7. Bids of those bidder who don't agree to supply to all consignees as mentioned above, shall be rejected

SECTION IV. TECHNICAL SPECIFICATIONS

PART A

TECHNICAL SPECIFICATIONS OF PPD

Strength	:	ITU PPD stabilized with Tween 80 standardized against ITU PPD RT 23 with Tween 80.
Dose	:	0.1 ml
Form	:	Reconstituted Vaccine
Vial	:	Type I Glass vial conforming to the ISO-8432 standard. Vial rubber stopper should be made of chlorobutyl rubber as per ISO standard.
Vial size	:	1.5 ml /2.0 ml
Vial colour	:	Amber
Shelf Life	:	3 Years
Available Shelf Life	:	5/6 th of the shelf life should be available at the time of receipt
Packing	:	10 Vials / Box
Storage	:	Not to be frozen. Should retain potency while stored at 2°C - 8°C .
Transportation	:	Consignment to be supplied under proper cold chain system till the end point.

PART B- TECHNICAL SPECIFICATIONS- GENERAL

1. PRODUCT AND PACKAGE SPECIFICATIONS

- 1.1 All the goods purchased by the purchaser should be those in the Purchaser's national essential drugs list or national formulary. For all products the official International Non Proprietary Name (INN) (generic) must appear prominently on the label. Branded drugs, which meet all other specifications, are fully acceptable. The required packing standards and labelling should meet the WHO Good Manufacturing Practices ("GMP") standards in all respects.
- 1.2 Product specifications indicate dosage form (e.g., tablet, liquid, injectable, emulsion, suspension, etc.) and the drug content (exact number of mg or % v/v with acceptable range). The products should conform to standards specified in one of the following compendia: the British Pharmacopoeia, the United States Pharmacopoeia, the French VIPAL pharmacopoeia, Indian Pharmacopoeia, National Formulary of India, or the International Pharmacopoeia. In case the pharmaceutical or vaccine product is not included in the specified compendium, the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.
- 1.3 Not only the pharmaceutical or vaccine item, but also the packaging components (e.g., bottles and closures) should also meet specifications suitable for use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tamper-proof.
- 1.4 Pharmaceuticals and drugs requiring refrigeration or freezing for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.

2. PRODUCT INFORMATION

- 2.1 The following information will be required for each pharmaceutical and vaccine product offered by the Bidder:
 - (i) INN (International Non-proprietary Name)
 - (ii) Brand name (if it appears on the label)
 - (iii) Name and address of the manufacturer
 - (iv) Country of Origin
 - (v) Compendia standards
- 2.2 Upon award, the successful Bidder shall on demand provide a translated version in the language of the bid of the prescriber's information for any specific product the Purchaser may request.
- 2.3 Failure to include any of this information may, at the discretion of the Purchaser, render the bid non-responsive.

3. EXPIRATION DATE:

All products must indicate the dates of manufacture and expiry. In addition, unless otherwise stated in Part A of these Specifications, all products must arrive at the port of entry (for imported pharmaceuticals or vaccines) or ex-factory warehouse (for local purchases) with a remaining shelf life of at least five-sixths (5/6ths) of the total stipulated shelf life at the time of manufacture.

4. **RECALLS:**

If products must be recalled because of problems with product quality or adverse reactions to the pharmaceutical or vaccine, the Supplier will be obligated to notify the Purchaser, providing full details about the reason leading to the recall, and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable pharmaceuticals or vaccines, or withdraw and give a full refund if the product has been taken off the market due to safety problems.

5. **LABELLING INSTRUCTIONS:**

The label for each pharmaceutical and vaccine products shall meet the W210 GMP standard and include:

- (i) the INN or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name
- (ii) the active ingredient, per unit, dose, tablet or capsule, etc.
- (iii) the applicable pharmacopoeial standard
- (iv) the Purchaser's logo and code number if required in Part A of these Specifications
- (v) content per pack
- (vi) instructions for use
- (vii) special storage requirements
- (viii) batch number
- (ix) date of manufacture and date of expiry.

5.1 The outer carton should also display the above information.

6. All cases should prominently indicate the following:

- (i) Purchaser's Part A line and Code numbers
- (ii) the generic name of the product
- (iii) date of manufacture and expiry
- (iv) batch number
- (v) quantity per case

No case should contain pharmaceutical or vaccine products from more than one batch.

7. **UNIQUE IDENTIFIERS:**

The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging and in certain dosage forms, such as tablets, and this will be indicated in Part A of the Technical Specifications. The design of such logo shall be provided to the Supplier at the time of Contract award.

8. **QUALIFICATIONS OF MANUFACTURER**

The Bidder shall furnish a certificate from the competent FDRA that the manufacturer of the pharmaceutical or vaccine product covered by this Invitation for Bids is licensed to manufacture these products.

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

9.1 All products must:

- (a) meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin;
- (b) conform to all the specifications contained herein; and
- (c) be certified by a competent authority in the manufacturer's country according to resolution WHO 28-65-B, of the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Commerce".

9.2 The successful Bidder will be required to furnish to the Purchaser:

- (a) With each consignment, a certificate of quality assurance test results in conformity with the WHO Certification Scheme concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit and other tests, as applicable to the product being supplied and Part A of these Specifications.
- (b) Assay methodology of any or all tests if requested.
- (c) Evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals or vaccines upon request.
- (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

9.3 The successful Bidder will also be required to provide the Purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished dosage forms.

SECTION V. SAMPLE FORMS

SAMPLE FORMS

1. Bid Form	52-53
2. Price Schedule.....	54
3. Bid Security Form	55
4. Form of Contract Agreement.....	56-57
5. Performance Security Bank Guarantee	58-59
6. Proforma for performance statement	60
7. Manufacturer's Authorization form.....	61
8. Affidavit for claming payment.....	62

1. Bid Form

Date: [insert: *date of bid*]

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

[insert: *name of Contract*]

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

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. [insert *numbers*], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents at a unit rate of Rs. _____ (hereinafter called "the Unit Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

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

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

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

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

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

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

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

(if none, state "none")

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

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

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

Signed: _____

Date: _____

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

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

2. Price Schedule

1	2	3	4	5					6	7	8	9
<u>Product</u>	<u>Strength</u>	<u>Dosage Form</u>	<u>Unit pack size</u>	<u>Price for each unit</u>					<u>Total Unit price</u> a+b+c+d+e	<u>Sales and other taxes payable if contract is awarded</u>	<u>Name of manufacturer</u>	<u>Pharmaco- poeial Standard</u>
				Ex-factory	Excise	Packing &	Inland	Other				
				Ex-warehouse	duty, if	forwarding	transportation,	incidental				
				Ex-showroom	any		insurance & local	costs as				
				Off-the-shelf			costs incidental	defined in				
							to delivery	GCC Data				
								Sheet				
				(a)	(b)	(c)	(d)	(e)	(f)			

Unit bid price in Rs. (fig) _____

In words _____

Signature of Bidder _____

Name _____

Business address _____

Note

In case of discrepancy between price quoted in figure and words, price in words will prevail.

3. Bid Security Form

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

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

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

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

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

THE CONDITIONS of this obligation are the following:

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

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

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

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

55

4. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Instruction to bidder
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Functional Requirements and Implementation Schedule)
 - (e) The Supplier’s bid and original Price Schedules
 - (f) The Schedule of Requirements
 - (g) The Purchaser’s Notification of Award
 - (h) [*Add here: any other documents*]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Delivery Schedule:

For and on behalf of the Purchaser

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

in the presence of _____

For and on behalf of the Supplier

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

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

and

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

5. Performance Security Bank Guarantee

(unconditional)

Date: [*insert: date*]

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

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

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

Dear Sir or Madam:

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

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

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

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

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

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

6. Proforma for performance statement

(For a period of last five years)

Bid No: _____ Date of Opening: _____ Time : _____ Hours

Name of the Firm : _____

<u>Order Placed By</u> <u>(Full address of</u> <u>Purchaser)</u>	<u>Order No.</u> <u>and Date</u>	<u>Description and quantity</u> <u>of ordered pharma-</u> <u>ceuticals and/or vaccines</u>	<u>Value of order</u>	<u>Date of completion of delivery</u>		<u>Remarks indicating</u> <u>reasons for late</u> <u>delivery, if any</u>	<u>Was the supply of pharma-</u> <u>ceuticals and/or vaccines</u> <u>satisfactory ?</u> <u>(Attach a certificate from</u> <u>the Purchaser/Consignee)</u>
				<u>As per contract</u>	<u>Actual</u>		

Signature and seal of the Bidder

For supplies within India & for Exports

- i) For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.
- ii) However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct alongwith following supporting evidence.
 - ❖ Copy of Purchase Orders
 - ❖ Copy of Invoices
 - ❖ Proof of Payment received from Purchasers
 - ❖ Documentary evidence (Client's certificate) in support of satisfactory completion of contract

7. Manufacturer's Authorization

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

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

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

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

Title: *[insert title]*

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

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

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

8. Affidavit for claiming payment

I ----- son/daughter of ----- resident of -----
solemnly undertake that I am an authorized signatory of M/s -----(insert
name of the company with full address) and I hereby undertake that the supplies for which
payments are being made have been correctly made to the respective consignees. I take full
responsibility for the correctness of the documents submitted for which the payment has been
claimed. I further undertake that without prejudice to the rights of purchaser as per the contract, I
shall be solely responsible if any of the document is found to be fake even to make good any loss
suffered by the purchaser due to incorrectness of the documents submitted by us claiming
payment against invoice(s) no(s).-----, Further I hereby certify that I haven't
received/claimed payment against these invoice(s).

Name:-----

Address:-----

Witness 1-----

Address:-----

Witness 2-----

Address:-----