

**MINISTRY OF HEALTH & FAMILY WELFARE
National AIDS Control Organization (NACO)
Government of India**



Government of India

National AIDS Control Programme

NATIONAL COMPETITIVE BIDDING

BID DOCUMENT

For

PROCUREMENT OF ARV DRUG-TAB. NEVIRAPINE 200 MG

IFB NO.:- SAMS/NACP/NEVIRAPINE/11/2016



(Procurement Agent)

STRATEGIC ALLIANCE

Management Services Pvt. Ltd.

B01-B03, VARDHAMAN DIAMOND PLAZA,
MOTIAKHAN, D B GUPTA ROAD, PAHARGANJ,
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Website: www.samsconsult.com

**MINISTRY OF HEALTH & FAMILY WELFARE
NATIONAL AIDS CONTROL ORGANIZATION
GOVERNMENT OF INDIA**

Through

PROCUREMENT AGENT
Strategic Alliance Management Services Pvt. Ltd. (SAMS)
B01-B03, VARDHAMAN DIAMOND PLAZA,
MOTIA KHAN, D B GUPTA ROAD, PAHARGANJ,
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Website: www.samsconsult.com

**NATIONAL COMPETITIVE BIDDING
FOR
PROCUREMENT OF ARV DRUG-TABLET NEVIRAPINE 200 mg**

NAME OF THE PROJECT : FOURTH NATIONAL AIDS CONTROL PROGRAMME (NACP-IV)
SOURCE OF FUNDING : DOMESTIC BUDGETARY SUPPORT (DBS)
BID REFERENCE : SAMS/NACP/NEVIRAPINE/11/2016

PERIOD OF SALE OF BID DOCUMENT	02.09.2016 to 29.09.2016
TIME AND DATE FOR RECEIPT OF REQUEST FOR CLARIFICATIONS	By 1700 hours on 12 th September, 2016 (All such request must be submitted through mail.) E-mail ID: pronaco@samsconsult.com
TIME AND DATE FOR PRE-BID MEETING	13 th September, 2016
TIME AND DATE FOR RECEIPT OF BIDS	1430 hours on 30 th September, 2016
TIME AND DATE FOR OPENING OF BIDS	1500 hours on 30 th September, 2016
PLACE OF PRE-BID MEETING, BID SUBMISSION AND OPENING OF BIDS	Strategic Alliance Management Services Pvt. Ltd. (SAMS) B01-B03, Vardhaman Diamond Plaza, Motia Khan, D B Gupta Road, Paharganj, New Delhi- 110055, India; Phone: 011-43580626/7, 7042697953
DATE OF VALIDITY OF BID	28 th January, 2017
All times shown are as per Indian Standard Time (IST)	

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INVITATION FOR BIDS

Invitation for Bids (IFB)

Country : India
Name of Project : Fourth National AIDS Control Programme (NACP-IV)
Name of Goods : ARV Drug- Tablet Nevirapine 200 mg
IFB No. : SAMS/NACP/NEVIRAPINE/11/2016

1. National AIDS Control Organization (NACO), 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 Tablet Nevirapine 200 mg for which this invitation for bid is issued.
2. Strategic Alliance Management Services Private Limited (SAMS), acting as procurement agent on behalf of National AIDS Control Organization (NACO) Ministry of Health & Family Welfare, Govt. of India now invites sealed bids from eligible bidders for the Procurement of Tablet Nevirapine 200 mg for the quantity as per Schedule of Requirement to the consignee as indicated in the schedule of requirement.
3. Bidding will be conducted through the NATIONAL COMPETITIVE BIDDING (NCB) procedures as per the requirements, under NACO's Procurement Manual and GFR 2005 of Ministry of Finance, GOI, as applicable.
4. Interested eligible Bidders may obtain further information from SAMS and inspect the bidding documents at the address given in the notification from 1000 to 1600 hrs. (IST) on all working days.
5. A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the address given below and upon payment of a non-refundable processing fee of INR 1,000/-. The document may be purchased during the period indicated in the notification from the address given in the notification. The document will be sent by courier on payment of an extra amount of INR 500/-, if requested by mail.

Bidders can also download the bid document from websites of NACO (<http://www.naco.gov.in>), Central Public Procurement Portal (CPPP) (<http://www.eprocure.gov.in/cppp/>) and SAMS (<http://www.samsconsult.com/procurement.php>). The bidders who have downloaded the bid document from websites are also required to submit non-refundable bid processing fee of INR 1,000/- as the case may be along with their bid. The bid processing fee payment can be made by Demand Draft/ Cashier's Cheque / Certified Cheque in favour of Strategic Alliance Management Services Pvt. Ltd. payable at Delhi (India).

6. *SAMS will only evaluate the bids accompanied by the Bid Processing Fee, as stated in Para 5, above.*

7. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequent to the bid document and take the same into consideration while preparing and submitting the bids.
8. The bidders or their official representatives are invited to attend a pre-bid meeting which will take place at the time, date and place indicated in the notification. Please note that non-attendance at the pre-bid meeting will not be the cause of disqualification of the bidders. In case the bidder deposes an agent to attend the pre-bid meeting, the Purchaser will be informed in writing by the bidder. In addition, the bidder will ensure that such agent does not work simultaneously for several competing bidders.
9. Bids must be delivered to the address up to the date and time and place given in the notification. All bids must be accompanied by Bid Processing Fee as mentioned above in para 5 and Bid Security as specified in the "Section VI – Schedule of Requirements" of the bidding document. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives, who choose to attend the bid opening at the address time, date and place mentioned in the notification.

Anil Kumar Bhutani
GM (Procurement) & Team Leader

SECTION – I

INSTRUCTIONS TO BIDDERS

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A. INTRODUCTION

- 1. Scope of Bid**
- 1.1 Strategic Alliance Management Services Pvt. Limited (SAMS), B01-B03, Vardhaman Diamond Plaza, Motia Khan, D B Gupta Road, Paharganj, New Delhi- 110055, India; ; Phone: 011-43580626/7, 07042697953, India for and on behalf of National AIDS Control Organization (NACO) Ministry of Health & Family Welfare (Govt. of India) invites bids for ARV Drug- Tab. Nevirapine 200 mg. Detailed description of goods and specification are given in schedule of requirement and technical specification respectively. Identification number of IFB is SAMS/NACP/NEVIRAPINE/11/2016.
- 1.2 Throughout these bidding documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.
- 2. Source of Funds**
- 2.1 The Government of India.
- 3. Fraud and Corruption**
- 3.1 It is the Government of India policy that Bidders/ Suppliers/ Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser :
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
 - (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent or collusive or coercive practices in competing for, or in

executing, the contract.

- 3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 6.4 and 23.1 (c) of the General Conditions of Contract.
- 3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the purchaser will cancel the Contract for Goods or works if it at any time determines that corrupt or fraudulent or collusive or coercive practices were engaged during the procurement or the execution of the Contract.
- 3.4 **Any debarment/blacklisting by MOH&FW, GOI, or any other Central Government or State Government Department which is still effective on the date of opening of bid will make the bidder ineligible to participate in that bidding process. A debarment/blacklisting by other agencies will not be considered.**

The bidder and the manufacturer whose product is offered by the bidder will submit an undertaking to the above effect.

If it is found after issue of contract that the supplier has concealed the information of debarment/blacklisting as mentioned above then the contract is liable to be terminated and suitable action will be taken as per the terms of the contract.

4. Eligibility

- 4.1 Except as provided in ITB Sub-Clauses 4.2, this bidding process is open to all eligible bidders. Non manufacturer bidders will have to submit Manufacturer's Authorization Form 7 in Section V.
- 4.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 3.1(b) shall be ineligible to bid for the contract during the period of time determined by the Purchaser.

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

- 5.1 The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
 - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
 - (c) The Goods offered should meet the specified pharmaceutical standards as stated in the Technical Specifications. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of new drug), the Bidder will provide testing protocols and alternative standards.

- 5.2 The Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser's country. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser:
- (I) Copy of Registration Certificate establishing registration of Goods to be supplied under the Contract, with the National Regulatory Authority of India viz. Central Drugs Standard Control Organization (CDSCO).
 - (II) Copy of documentation indicating that the goods proposed to be supplied under this contract are registered and licensed for use in India by the DCG (I) (Drugs Controller General of India) for imported pharmaceuticals and by the competent authority defined under the Drugs and Cosmetics Act 1940, as amended, after appropriate evaluation by centres approved by the DCG (I) (Drugs Controller General of India) for pharmaceuticals produced by indigenous manufacturers.

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

5.2.1 The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within the Purchaser's country. The additional information about the requirements for registration can be obtained from the Website: www.cdsc.org.in.

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

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

6. Qualifications of the Bidder

Qualification requirements for Bidders are listed below:

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

6.1 Manufacturer Bidders

6.1.1 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) supporting documents are required to be submitted to prove that the Bidder:

- (a) is incorporated in the country of manufacture of the Goods;
- (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods covered by the IFB;
- (c) For all regulated products, the bidder should have at least two years of manufacturing and marketing experience of the particular items as a manufacturer for each regulated product quoted in the tender. However, this would not apply to regulated products which have been licensed by DCG(I) less than two years ago. A Certificate from DCG (I) shall be required for all new regulated products to this effect.

In support of this, data on past performance should be submitted as per Form 6 in Section V;

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

- (d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on Pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods [for the factory where the specific pharmaceuticals are manufactured and are being offered for supply] or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the above said quality standards during the past one (1) year prior to bid submission.

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

- (e) provides the evidence that it has the financial, technical and production capability necessary to perform the contract as under:

- (i) that it has successfully completed **at least one (1) contract for similar goods** within the period of **last five years** (preceding two months before the date of bid opening) for supply of goods. Minimum value of completed contract for each schedule should be as per **Appendix 'A'** and that include comparable products e.g. e.g. drugs/ pharmaceuticals (Capsule/Tablet). Bidder shall submit list of major supply contracts conducted within the last five years as per form 6 (Proforma for Performance Statement) in Section V.
- (ii) that it has achieved an actual annual production of similar goods of **the quantity at least equal to the quantities** specified in relevant schedule in "Section III Schedule of Requirements" during any **one of the last five (5) financial years**; certified by chartered accountant. If the bidder quotes for more than one schedule the above criteria will be cumulative.
- (iii) that it has generated an **annual turnover of the value of at least equal to as specified in Appendix 'B', during any one of the last five financial years**, to qualify for a particular schedule. If the bidder quotes for more than one Schedule, the above criteria shall be cumulative. The turnover is to be supported by **audited financial statements** of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) for the past **five financial years** duly certified by the auditor of the Company.

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

- (I) Actual annual production (sub-clause (e) (ii) above) and
- (II) Actual annual turnover (sub-clause (e) (iii) above).

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

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

whose value less than Rs. x Million.

6.1.2 The Bidder shall also submit the following additional information/ documents:

1. A copy of its manufacturing license and a statement of installed manufacturing capacity.
2. copies of its audited financial statements for the past five fiscal years.
3. details of on-site quality control laboratory facilities and services and range of tests conducted;
4. list of major supply contracts executed/ secured (Completed and ongoing) within the last five years as per Form 6 in Section V.

6.2 Non Manufacturer Bidder

- 6.2.1 In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, (all supporting documents **that the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under 6.1 above** /information as asked above for manufacturer shall be submitted with the bid), as per authorization Form 7 in Section V;
- 6.2.2 The bidder has successfully completed **at least one similar contract** within the period of **last five (5) years** (preceding two months before the date of opening of bids) for supply of goods. Minimum value of the completed contract should be as indicated against each schedule in **'Appendix A'** and that includes comparable products e.g. drugs/ pharmaceuticals (Capsule/Tablet) **or any pharmaceutical products**. Bidder shall submit list of major supply contracts conducted within the last five years as per Form 6 (Proforma for Performance Statement) in Section V.
- 6.2.3 that it has generated an annual turnover as indicated in 'Appendix B', in any one of the **last five (5) financial years**, to qualify for a particular schedule. If the bidder quotes for more than one Schedule, the above criteria shall be cumulative. The turnover is to be supported by **audited financial statements of accounts** (including balance sheet, profit and loss account, auditor's reports, and IT returns) for the **past five fiscal years duly certified by the auditor of the Company**.

NOTE: (a) In case any bidder is lowest evaluated & responsive in more than one schedule but fails to meet the cumulative

requirement of turn over for those schedules, consideration of bid for specific schedule wherein he meets the requirement of the schedule, will be at the sole decision of the buyer.

- (b) The bidder will also submit the list of major supply contracts completed within the last five years as per Form 6 in Section V.
- (c) An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.

6.3 For both Manufacturer and Non-Manufacturer Bidders

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

1. A copy of its manufacturing license with product number and date and installed manufacturing capacity.
2. Details of on-site quality control laboratory facilities and services and range of tests conducted should be submitted.
3. Copies of its audited financial statements for the past five fiscal years.
4. A copy of the achieved annual production rate certified by Chartered Accountant.
5. List of major supply contracts conducted (Completed & ongoing) with in **last five years** as per form 6 in Section V.
6. **The bidder and the manufacturer whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is offered by the bidder, that may have resulted into debarment/blacklisting by MOH&FW, GOI, or any Central Govt. Department or State Government which is still effective on the date of opening of bid. Such debarment/blacklisting which is still effective on the date of opening of bid will make the bidder ineligible to participate in this bidding process. If no debarment/blacklisting has been done against the Bidder, the bidder must provide an undertaking that the bidder and the manufacturer whose product is offered by the bidder is not debarred/blacklisted by MOH&FW, GOI, or any Central Govt. or State Government Department which is still effective on the date of opening of bid. The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the purchaser.**
7. The bidder shall provide an undertaking that:
 - (a) The proprietor/promoter/director of the firm, its employee,

partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.

- (b) The firm does not employ a government servant, who has been dismissed or removed on account of corruption.
8. List of drugs being manufactured by the bidder with product registration/ license number and date.
9. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; **written power of attorney** of the signatory of the Bid to commit the Bidder;
10. Bidders are required to comply with following three conditions:
1. The supplier shall not supply drugs manufactured from any of its production units which is banned by DCGI. In addition, any alert issued by any Regulatory authority shall be immediately brought to the notice of the Purchaser and further supply shall be made only after obtaining clearance from the purchaser/client.
 2. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of formulations/drugs to be supplied under this contract, the lesser of the two prices viz. the unit prices in the contract and the ceiling prices as notified by National Pharmaceutical Pricing Authority (NPPA), will be applicable for the supplies made after issue of the Notification by NPPA.
 3. If the supplier supplies the same formulations in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.

Note:

- (a) The bidder must complete the check list given in Form 12 in Section V and submit it along with the Bid. It is essential that Bidders review carefully this Checklist to ensure that their Bid is complete and includes all required information.
- (b) The bidder should serially number all the documents of his bid, provide a summery table & sign/initial all the pages.

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

Name		
Designation		
Telephone No (direct)		
Mobile No.		
Email Id		

- (d) The Bank details from where the Bank Guarantee has been issued along with name of contact person his / her Phone, Mobile No. numbers and email ID. For Banks from outside India the details of the correspondent Bank in India.
- (e) Bidder should furnish Authority to the Purchaser to seek references from the Bidder's bankers.
- (f) The supplies against this IFB are required for National Programme. In case of emergent requirement, you are required to supply the drugs/diagnostic kits/blood bags against this IFB on priority over other commitments.

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 as 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 Draft 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, or facsimile) at the **Purchaser’s** address **indicated in clause 21.2 (b) of ITB**. The **Purchaser** will respond **in writing to any request for clarification received no later than seven (7) 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 / participated in the pre-bid meeting, held if any, including a description of the inquiry but without identifying its source.

Add as clause 10.2 to the ITB the following

Pre Bid meeting: - The bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given in the Notification

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

- 11. Amendment of Bidding Documents**
- 11.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 9.1 and shall be communicated in writing to all purchasers of the Bidding Documents or those who attended the pre-bid meeting and will be binding on them. The Para 5 of Notification may also be referred. 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 about the extended deadlines.

C. PREPARATION OF BIDS

- 12. Language of Bid**
- 12.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language.
- 13. Documents Constituting the Bid**
- 13.1 The bid submitted by the Bidder shall comprise the following:

- (a) duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section V;
- (b) original form of bid security in accordance with the provisions of ITB Sub-Clause 18.3 (Bid Security);
- (c) written power of attorney authorizing the signatory of the bid to commit the Bidder;
- (d) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Bidder/Manufacturer is qualified to perform the Contract if its bid is accepted.
- (e) Manufacturer's authorization Form 7, Section –V for non-manufacturer bidder.

14. Bid Form

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

15. Bid Prices

- 15.1 The Bidder shall indicate on the Price Schedule, the unit price of each item, it proposes to supply under the Contract.
- 15.2 The bidder shall quote the prices on "Door Delivery Basis" to all consignees as indicated in the Schedule of Requirements Section-III. The purchaser reserves the right to change any consignee/quantity at the time of placement of order.
- 15.3 Deleted.
- 15.4 The rate quoted should be both in words and figures. No figure or word should, be over written. Correction if any should be rewritten under the full signature of the person signing the tender.
- 15.5 The rate of Excise Duty and quantum of Excise should be shown distinctly. Similarly, Sales Tax/VAT, if any, where legally leviable and intended to be claimed extra should be shown distinctly as percentage along with the price quoted, separately. Where this is not done, no claim for excise duty and or Sales Tax/VAT will be admitted at any later stage on any ground.
- 15.6 (a) **Indigenous goods:-** Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all duties and sales tax and other duties and taxes already paid or payable: on the components and raw material used in producing or manufacturing the Goods quoted ex works or ex factory;

- (ii) the rate and quantum of Excise duty and Sales Tax/VAT if any that will be payable on the Goods if the Contract is awarded.
- (iii) the price for inland transportation and other local costs incidental to delivery of the Goods to their final destination. The final destination is specified in Schedule of Requirements (Section III)

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

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

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

16. Currencies of Bid

- 16.1 Prices shall be quoted in Indian Rupees only.

17. Period of Validity of Bids

- 17.1 Bids shall remain valid for the period of **120 days** after the date of bid submission specified in ITB Clause 22 i.e. as indicated in the Notification. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request

and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security.

18. Bid Security

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

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

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

18.2 The bid security shall remain valid for a period of **45 days** beyond the validity period for the bid and beyond any extension subsequently requested under Sub-clause 17.1.

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

- (a) a crossed demand draft or a pay order drawn in favour of the Purchaser;
- (b) a (bank) guarantee issued by a nationalized/scheduled bank in India. The format of the (bank) guarantee shall be in accordance with the form of bid security included in Section V.

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

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

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

18.7 The bid security may be forfeited

- (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 17.2 and 24.3; or
- (b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 29; or

- (c) in the case of a successful bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the contract, or
 - (ii) furnish the required performance security, or
 - (iii) In case of any false, incorrect or misleading information provided in the bid.

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

19. Alternative Proposals by Bidders

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

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original and 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.

In addition, the Bidder is required to submit its bid in non-rewritable CD.

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

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

D. Submission of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall enclose the original, copy and CD of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "COPY." And "CD". The envelopes containing the original, copy and CD 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 in the Notification.

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

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

- (d) bear a statement "DO NOT OPEN BEFORE time and date **<as indicated in Notification >**".

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 as specified in the Notification

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

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

23. Late Bids

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

24. Modification and Withdrawal of Bids

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

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 delivered as follows:

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

duly marked "BID MODIFICATION."

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

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

- (a) be addressed to the Purchaser at the address named in the ITB clause 21.2 (b)
- (b) bear the specific identification of the bidding process, 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 the time, date and place specified in the Notification.

Add at the end of this clause:

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

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

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

Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding bid.

- 25.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 23.1.
- 25.4 Bids (and modifications sent pursuant to ITB Sub-Clause 24.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 25.5 The Purchaser will prepare minutes of the bid opening at the end of the opening session, including as a minimum: the name of the Bidder and whether there was a withdrawal or modification; the bid price; including any discounts or alternatives offered if permitted; the presence or absence of a bid security; the presence or absence of requisite Power of Attorney.
- 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.
- 27.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 27.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.
- 28. Examination of Bids and Determination of Responsiveness**
- 28.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 28.2 The Purchaser may waive any minor informality, nonconformity, or

irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

- 28.3 Prior to the detailed evaluation, pursuant to ITB Clause 30, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

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

- Non submission of Bid Form
 - Bid Validity (ITB Clause 17)
 - Bid Security (ITB Clause 18);
 - Validity of Bid Security (ITB Clause 18.2)
 - Performance Security (GCC Clause 8);
 - Delivery Terms (GCC Clause 11 & Schedule of Requirements)
 - Warranty (GCC Clause 15);
 - Payment terms (GCC Clause 16)
 - Force Majeure (GCC Clause 24);
 - Limitation of liability (GCC Clause 28)
 - Applicable Law (GCC Clause 30);
 - Taxes and Duties (GCC Clause 32);
 - Technical Specification (As per Section IV)
 - Delivery Period (Schedule of Requirements – Section-III)
- Above list is not exhaustive

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

29. Correction of Errors

- 29.1 Arithmetical errors will be rectified as follows:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between

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

30. Evaluation and Comparison of Bids

- 30.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 28.
- 30.2 The Purchaser's evaluation of a bid will take into account the total cost of the item at the consignee's destination inclusive of all duties and taxes and other statutory levies.
- 30.3 The contract shall be awarded only to the bidder who are substantially responsive, offer competitive rates, and meet the qualification requirement stipulated in the bidding documents.
- 30.4 Bidder may bid for the indicated schedule. Bids will be evaluated for each schedule separately and the contract will comprise the schedule(s) awarded to the successful bidder. Bidders must quote for the entire quantity of each schedule. Bidders who do not quote for full quantity of each schedule will be treated as non-responsive.
- 30.5 Deviations in the delivery schedule and Payment schedule are not permitted.
- 30.6 In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012.

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

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

liable to be ignored.

F. AWARD OF CONTRACT

- 31. Post qualification**
- 31.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 6.1.
- 31.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 6.1, as well as other information the Purchaser deems necessary and appropriate.
- 31.3 An affirmative post qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 32. Award Criteria**
- 32.1 Pursuant to ITB Clauses 30, 31, and 35, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.
- 33. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 33.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. No reason for such action of Purchaser shall be given.
- 34. Purchaser's right to vary quantities during currency of contract**
- 34.1 The purchaser reserves the right to increase or decrease the ordered quantity of goods by **25%** during the currency of contract.
- 35. Notification of Award**
- 35.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter, e-mail or by fax, to be subsequently confirmed in writing by registered letter, that its bid has been accepted for award of contract.
- 35.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 38, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 18.

- 36. Publication of Bid result** 36.1 The name and address of Successful bidder(s) will be declared and published appropriately.
- 37. Signing of Contract** 37.1 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 37.2 Within twenty-one (21) days of receipt of the Contract Form, the successful Bidder shall sign the Contract Form and return it to the Purchaser.
- 38. Performance Security** 38.1 Within twenty one days (21) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, using the performance security form provided in the bidding documents, or any another form acceptable to the purchaser.
- 38.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Sub-Clause 38.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.
- 39. Clarification on Duties & Taxes** 39.1 **EXCISE DUTY**
- 39.1.1 The price quoted should be-EXW and the rate of excise duty and quantum of Excise Duty should be shown separately. 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. In case of stipulation like excise duty extra as applicable, the same will be incorporated in the resultant contract.
- 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. In case of such stipulations, the same will be incorporated in the resultant contract.
- 39.1.3 Any change in Excise Duty upward/downward as a result of any statutory variation in excise, on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of excise duty paid by the supplier. All such adjustments shall include all relief's, exemptions, rebates, concessions etc if any obtained by the supplier.
- 39.1.4 Bidders should note that in case any refund of excise duty is granted to them by excise Authorities in respect of goods-supplied

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

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

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

39.2 SALES TAX /VAT

39.2.1 The price quoted should be exclusive, of Sales Tax/VAT. The element of Sales Tax/VAT leviable should be specifically stated and shown distinctly as a percentage along with the price-quoted, separately. Where this is not done, no claim for sales tax will be admitted at later date/stage on any ground. Further in the absence of any such stipulation regarding sales tax in the bid, it will be presumed that the prices quoted by the bidder are inclusive of sales tax and no liability for payment of sales tax will be devolved up on the purchaser. In case of stipulation like Sales Tax/VAT extra as applicable, the same shall be incorporated in the resultant contract.

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

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

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

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

39.3 **OCTROI DUTY AND LOCAL TAXES**

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

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

39.4 **CUSTOMS DUTY**

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

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

40. Purchase preference

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

41. Registration of Imported goods

41

Bidder intending to supply the imported goods must ensure that the goods and the manufacturing facilities of the manufacturer are registered with the relevant authorities in India, as for relevant laws of the country on the date of bid opening. Bidders are advised to visit website www.cdsc0.nic.in for necessary information on the subject. Bidders are required to furnish a copy of the aforesaid registration along with their bid.

APPENDIX 'A'

Schedule No.	Minimum value of completed contract (In INR or equivalent)	Similar Product
I	30 Lakhs	Tablets / Capsules

APPENDIX 'B'

Schedule No.	Annual Turnover (in INR)
I	2 Cr.

SECTION – II

GENERAL CONDITIONS

OF CONTRACT

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General Conditions of Contract

1. Definitions

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

..

- (l) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- (m) End user means the organization(s) where the goods will be used. The end user is the consignee stated in the Schedule of Requirements

2. Imports

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

3. Application

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

4. Country of Origin

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

5. Standards

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

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

- 6.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 6.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 6.1 except for purposes of performing the Contract.
- 6.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

- 6.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
- 7. Patent Rights**
- 7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in India.
- 8. Performance Security**
- 8.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security for an amount equal to **8%** (Eight Per Cent) of the total contract price.
- a) In the event of any amendment issued to the Contract, the Supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.
- b) The performance security shall be valid till **60 days** after the date of completion of all contractual obligations including warranty.
- 8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 8.3 The performance security shall be denominated in Indian Rupees, and shall be in one of the following forms:
- (a) The performance security shall be in the form of a Bank guarantee and the named beneficiary shall be "Strategic Alliance Management Services Pvt. Limited, New Delhi" (acting as procurement agent on behalf of National AIDS Control Organization, Ministry of Health & Family Welfare Government of India), issued by a nationalized/scheduled bank located in India and having its branch in New Delhi acceptable to the Purchaser, in the format provided in the Bidding Documents; or
- (b) a crossed demand draft or a pay-order drawn in favour of Strategic Alliance Management Services Pvt. Limited, New Delhi.
- 8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty

(30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

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

9. Inspections and Tests

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

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

- (a) Pre-dispatch inspection of the supplies shall be conducted by purchaser or its authorised representative retained by the purchaser for these purposes. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. The Supplier shall at the earliest furnish details of number of batches and visits for inspection and testing to enable the pre-dispatch inspection and testing when undertaken.
- (b) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.

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

The supplier shall put up the goods for such inspection to the purchaser's inspector 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.

- (c) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
 - (d) Upon receipt of the Goods at place of final destination, the end user/consignee shall have the right to inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The end user/consignee will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate should normally be issued within twenty one (21) days of receipt of the Goods or part of Goods at place of final destination.
 - (e) Batch wise inspection of goods shall be carried out by Purchaser's representative.
- 9.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above, conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10. Packing

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

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

Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch. The Bar coding requirement shall also be properly understood and marked on the package as per the provision of the specification.

11. Delivery and Documents

11.1 (A) Documents to be submitted to purchaser:-

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

- i. One original and three copies of commercial invoice, to Strategic Alliance Management Services Pvt. Limited, New Delhi, the Procurement Agent on behalf of NACO indicating as Purchaser; the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- ii. Four copies of Proof of Dispatch (POD), viz., Railway consignment note/road consignment note or multimodal transport document showing Purchaser as Strategic Alliance Management Services Pvt. Limited, New Delhi. on behalf of National AIDS Control Organization, Ministry of Health & Family Welfare, Govt. of India and delivery up to final destination as stated in the Contract
- iii. One original & three copies of Acknowledgement of receipt of Goods/Final Acceptance Certificate by the Consignees, as per the format.
- iv. Four copies of packing list identifying contents of each package
- v. One original and three copies of the manufacturer's or Supplier's Warranty certificate covering all items supplied
- vi. Four copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required)

- vii. Four copies of Internal Test Analysis Report of drugs and pharmaceuticals of the Manufacturer
- viii. Four copies of notification of the local tax authority in support of rate of tax indicated in invoice.
- ix. Any other/additional procurement-specific document(s) required for delivery/payment purposes.

(B) Documents to be submitted to Consignee:-

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

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

12. Insurance

Deleted

13. Transportation

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

14. Incidental Services

- 14.1 The Supplier shall provide such incidental services:-
- (a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed to be included in the Contract Price.
 - (b) The Supplier shall provide such other services as are stated in the Technical Specifications.

15. Warranty

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

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

- 15.2 The Purchaser shall have the right to make claims under the above warranty up to the **full period of shelf life of goods**. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
- 15.3 In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer’s retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
- 15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period of **30 days**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier’s risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and shall have the right to deduct the sum from payments due to the Supplier under this Contract or any other contract.

15.5 Recalls

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

16. Payment

16.1 The method and conditions of payments to be made to the supplier under this contract shall be as follows:-

- (i) **On Delivery: Ninety (90) percent** of the Contract Price of the Goods delivered to the Consignee shall be paid within 60 days of submission of documents specified in GCC Clause 11 along with the Acknowledgement of receipt of Goods (Form 8 of the bid document) through electronic transfer to the supplier's bank account.
- (ii) **On Acceptance: Ten (10) percent** of the Contract Price of Goods received shall be paid within sixty (60) days of acceptance of the Goods upon submission of an invoice (to Strategic Alliance Management Services Pvt. Limited, New Delhi, the Procurement Agent on behalf of NACO indicating as Purchaser); the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Final Acceptance Certificate (Form 9 of the bid document) issued by the Consignee through electronic transfer to the supplier's bank account.

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

17. Prices

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

17.2 Suppliers are required to comply with following conditions:

- a. The supplier shall not supply drugs manufactured from any of its production units which is banned by any Regulatory Authority. In addition, any alert issued by any Regulatory Authority shall be immediately brought to the notice of the Purchaser and further supply shall be made only after obtaining clearance from the purchaser/client.
- b. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of formulations/drugs to be supplied under this contract, the lesser of the two prices viz. the unit prices in the contract and the ceiling prices as notified by National Pharmaceutical Pricing Authority (NPPA), will be applicable for the supplies made after issue of the Notification by NPPA.
- c. If the supplier supplies the same formulations in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.

18. Change Orders

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

- (a) the method of shipment or packing;
- (b) the place of delivery; and/or
- (c) the Services to be provided by the Supplier.

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

19. Contract Amendments

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

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

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

22. Liquidated Damages

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

23. Termination for Default

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

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

For the purpose of this clause:

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

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

submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.

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

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

24. Force Majeure

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

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

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

25. Termination for Insolvency

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

26. Termination for Convenience

26.1 The Purchaser, by written notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its

convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

- (a) to have any portion completed and delivered at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

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

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

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

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

- (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the

Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, appointment of Presiding Arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.

- (b) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings
- (c) Where the value of the contract is Rs.1.00 Crore 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, appointment shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of arbitrator shall be made in terms of clause 11 of chapter III of The Arbitration and Conciliation Act, 1996.
- (e) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (f) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.

27.3 Notwithstanding any reference to arbitration herein,

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

- to the Supplier.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 7,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total price of contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing Language**
- 29.1 The governing language of the contract shall be English. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of Union of India.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, e-mail, or facsimile and confirmed in writing to the other party's address are as follows: -
- The Purchaser's addresses for notice purposes is:
- Mr. Sanjay Rastogi, Director
Strategic Alliance Management Services Pvt. Ltd.
B01-B03, Vardhman Diamond Plaza; Motia Khan, D B
Gupta Road, Paharganj, New Delhi- 110 055, India Phone:
011- 43580626/7
- The Supplier's address for notice purposes is as mentioned in the NOA/contract.
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties**
- 32.1 The Supplier shall be entirely responsible for all taxes, duties, octroi, road permits, license fees, etc., incurred until delivery of the Goods to the Purchaser.

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33. Jurisdiction

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

SECTION – III

SCHEDULE OF
REQUIREMENTS

SECTION III

SCHEDULE OF REQUIREMENTS

Schedule No.	Description of Goods	Unit	Required Quantity	Bid Security in Indian Rupees
I	ARV Drug- Nevirapine 200 mg	Tablet	24,97,140	1,50,000

Delivery Schedule & Consignee details: As indicated below

Delivery Schedule: The delivery is to be made in 1 Lot only.

Consignee Details: The delivery is required at the following address:

**M/s Ashoka International,
Khasra No. 56,
Kangan Hedi Road,
Rissal Vihar Extn. Chhawla Village,
Near BSF Camp, Chhawla,
New Delhi- 110 071, India
Contact Person: Mr. Vedanand, 08800332053**

Terms of Delivery: Final Destination at the consignee end within 45 days of issue of NOA.

Note:

1. Packing required is 60 Tablets/ Container.
2. Bidder shall ensure that the entries in regard to supplies and delivery are also made in the software being run by NACO (at present Inventory Management System). The URL for the same is www.imsdac.in and the password for making the entries will be shared by NACO.

SECTION-VII
TECHNICAL SPECIFICATIONS

PART A: TECHNICAL SPECIFICATIONS

Bidders are required to mention “Comply”/ “Not comply” or specific information requested against each criteria of the following Technical Specification for the items being supplied.

Schedule No. I: ARV Drug- Tablet Nevirapine 200 mg

SN.	Our Minimum Requirements	Your Offer (Please fill-in)
		“Comply”/ “Not comply”
1	Composition: Each Tablet/ Capsule contains Nevirapine 200 mg IP or any other Pharmacopeia	
2	Standard Shelf Life: 2 years (24 months)	
3	Quantity per Container: 60 nos.	
4	Package requirement: Primary Container Suitable Opaque Plastic Bottles to contain 60 tablets/capsules Each bottle duly sealed with plastic plug/ diaphragm and should contain silicon packs. The container should be provided with tightly fitting suitable screw cap.	
5	Label: Glazed label in accordance with statutory requirement as per Drugs and Cosmetics Act as per Rule 97 Standard color of labels to be used as approved by NACO	
6	Secondary Container: 5 Ply Shipper to accommodate 140 Bottles per shipper. Shipper fabricated from virgin Kraft Paper. 3 Liner – 150 GSM, 2 flute- 150 GSM BS: NLT 12.5 Kg/ Sq. cm Each shipper to be labeled as per statutory requirement.	

PART B**TECHNICAL SPECIFICATION – GENERAL**

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

<i>Our Minimum Requirements</i>	Your Offer (Please fill-in) Yes/No
render the bid non-responsive.	
3. Expiration Date	
3.1. All products must indicate the dates of manufacture and expiry.	
4. Recalls	
4.1. If products must be recalled because of problems with product quality or adverse reactions to the pharmaceutical or vaccine, the Supplier will be obligated to notify the Purchaser, providing full details about the reason leading to the recall, and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable pharmaceuticals or vaccines, or withdraw and give a full refund if the product has been taken off the market due to safety problems.	
5. Labeling Instructions	
5.1 The label for each pharmaceutical and vaccine product shall meet the WHO GMP standard and include: <ul style="list-style-type: none"> (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 pharmacopoeia standard (iv) the Purchaser's logo and code number if required in Part A of these Specifications (v) content per pack (vi) instructions for use (vii) special storage requirements (viii) batch number (ix) date of manufacture and date of expiry. 	
5.2. The outer carton should also display the above information.	
6. Details of Packing/Cases	
6.1. All cases should prominently indicate the following: Purchaser's Part A line and Code numbers <ul style="list-style-type: none"> (ii) the generic name of the product (iii) date of manufacture and expiry (iv) batch number (v) quantity per case 	
6.2. No case should contain pharmaceutical or vaccine products from more than one batch.	
7. Unique Identifier	
7.1. The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging and in certain dosage forms, such as tablets, and this will be indicated in Part A of the Technical Specifications. The design of such logo shall be provided to the Supplier at the time of Contract award.	

<i>Our Minimum Requirements</i>	Your Offer (Please fill-in) Yes/No
8. Qualifications of Manufacturer	
8.1. The bidder shall furnish a certificate from the competent FDRA that the manufacturer of the pharmaceutical or vaccine product covered by this Invitation for Bids is licensed to manufacture these products.	
9. Standards and Quality Assurance Requirements	
9.1. All products must:	
(a) Meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin;	
(b) Conform to all the specifications contained herein; and	
(c) be certified by a competent authority in the manufacturer's country according to resolution WHO 28-65-B, of the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Commerce".	
9.2 The successful Bidder will be required to furnish to the Purchaser:	
a. With each consignment, a certificate of quality assurance test results in conformity with the WHO Certification Scheme concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit and other tests, as applicable to the product being supplied and Part A of these Specifications.	
b. Assay methodology of any or all tests if requested.	
c. When two or more drugs are combined in single tablet, the information about bio-availability must be supplied.	
d. Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.	
9.3 The successful Bidder will also be required to provide the Purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished dosage forms.	

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

YES/NO

ANY DEVIATION MUST BE LISTED BELOW:

.....

.....

.....

PART C
SPECIAL INSTRUCTIONS

Our Requirements	Your Offer (Please fill-in)
<p>1. Each Tablet/capsule strip/ bottle, inner carton and nested cartons to have the following words printed DIAGONALLY ACROSS THE LABEL in red ink with bold letters.</p> <p>“GOVERNMENT OF INDIA SUPPLY UNDER NATIONAL AIDS CONTROL PROGRAMME - NOT FOR SALE”</p> <p>The supplier should also ensure marking of unique number on each Tablet/Capsule strip/ bottle, inner carton and nested cartons</p>	Yes/No
<p>2. Life of the product, indicating the date of manufacture and date of expiry should be printed as per Drugs & Cosmetics Act-India</p>	Yes/No
<p>3. Equivalency of Standards & Codes</p> <p>Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the Product to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable</p>	Yes/No
<p>4. Packing (Clause 10 of GCC) Add as clause 10.3 of the GCC the following –</p> <p>Packing Instruction: The supplier will have to make unit packing for each Drug. Each unit package will be marked on three sides with proper paint/indelible ink, the following;</p> <p>i) Project : National AIDS Control Programme ii) SAMS Purchase Order No. : iii) Country of origin of Goods : iv) Supplier’s Name and : v) Packing list reference number :</p>	Yes/No
<p>5. Each outer packing containing the unit packing should have the following label printed in bold letters in large size.</p> <p>i) Purchaser’s Name : NATIONAL AIDS CONTROL ORGANIZATION ii) Project : NATIONAL AIDS CONTROL PROGRAMME iii) SAMS Purchase Order No : iv) Country of origin of Goods v) Supplier’s Name</p>	Yes/No
<p>6. Any other labeling requirement which the purchaser may ask at the time of approving</p>	Yes/No

the labeling samples	
----------------------	--

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

<i>Our Requirements</i>	Please fill-in Yes/No
The following inspection procedures and tests are required by the Purchaser.	
a) Two sets of samples of required quantity of each item will be drawn at random from each batch by the Purchaser's Inspector at the manufacturer's premises & sealed before dispatch.	
b) One set of sealed sample will be sent to an independent laboratory selected by the purchaser for conducting the required test to confirm whether the samples conform to the prescribed specification. Another set of sealed sample will be retained with the testing lab as counter sample till the shelf life.	
c) Inspection note will be issued by the inspector on the basis of test report, accepting or rejecting the batch as the case may be.	
d) The Goods will be dispatched only after the above inspection procedure has been followed and inspection note issued to accept the consignment.	
e) The Purchaser/consignee shall have the right to draw samples at random from the consignment anytime during the shelf life of the drugs and get them retested to satisfy whether the lots conform to the laid down specifications. In the event of the product failing to conform to specifications, the consignee shall reject that batch of supply and inform the supplier for arranging replacement of the rejected batches at supplier's cost.	

PART E**Bar-coding requirements for all medical supplies**

<i>Our Requirements</i>	Your Offer (Please fill-in)
Bar coding requirements for all medical supplies	<i>“Comply”/ “Not comply”</i>
<p>Section A) Primary packaging (Item level and mono-carton level)</p> <p>At individual item level (Bottle of 60 Tablets, syrup bottle, injections, vials etc) and/ or on its mono-carton (wherever applicable), are required to have a pre printed barcode on its product packaging using either of the barcode symbologies mentioned below:</p> <ul style="list-style-type: none"> a) GS1 linear barcode symbology (EAN-13/UPC-A/EAN-8) to encode GTIN (Global Trade Identification Number) within the barcode. <li style="text-align: center;">or b) GSI Data Matrix symbology to encode 14 digits product code (GTIN14) within the barcode and using (01) application identifier (to be used where printing space is extremely limited). <p>Examples of the same are reproduced at Annexure ‘A’.</p> <p>All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.</p>	
<p>Section B) Secondary level Packaging (Intermediate packaging)</p> <p>At secondary level packaging (e.g. box of 10 strips containing 10 tabs each, pack of 10 vials, pack of 10 injections etc), barcode encoding following information to be stickered or preprinted on secondary packaging:</p> <ul style="list-style-type: none"> 1) Product identification Code (GTIN-14 of secondary pack) using application identifier (01). 2) Expiry date in YYMMDD format using application identifier (17) 3) Batch/Lot Number using application identifier (10) <p>GS1-128 barcode symbology to be used to generate the barcode.</p> <p>Examples of the same are reproduced at Annexure ‘B’.</p> <p>All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.</p>	
<p>Section C) Tertiary level packaging (Shipper level packaging)</p> <p>At shipper level packaging, a single label containing two barcodes needs to be generated and stickered. The barcodes will encode following information:</p> <p>The first barcode will contain the following information:</p> <ul style="list-style-type: none"> 1) Product Identification Code (GTIN-14 of shipper level pack) using application identifier (01). 	

<i>Our Requirements</i>	Your Offer (Please fill-in)
<p align="center">Bar coding requirements for all medical supplies</p>	<p align="center"><i>“Comply”/ “Not comply”</i></p>
<p>2) Expiry Date in YYMMDD format using application identifier (17)</p> <p>3) Batch/Lot Number using application identifier (10)</p> <p>The second barcode will contain the following information:</p> <p>1) SSCC (Serial Shipping Container Code) using application identifier (00)</p> <p>Examples of the same are reproduced at annexure ‘c’.</p> <p>All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.</p>	

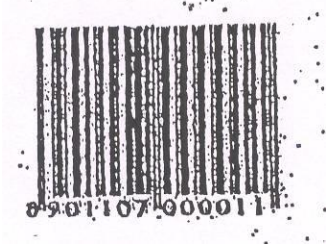
Annexure “A”

Examples of Primary Level Packaging

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

The following GSI barcode symbologies are available as options:-

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



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



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

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



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



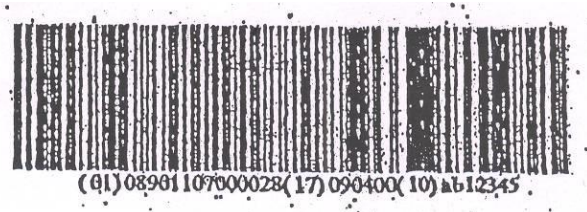
(01)08901107000011

Annexure “B”

Example of Secondary level Packaging

The barcode will encode:

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



Annexure "C"

Example of Tertiary level packaging (Shipper level packaging)

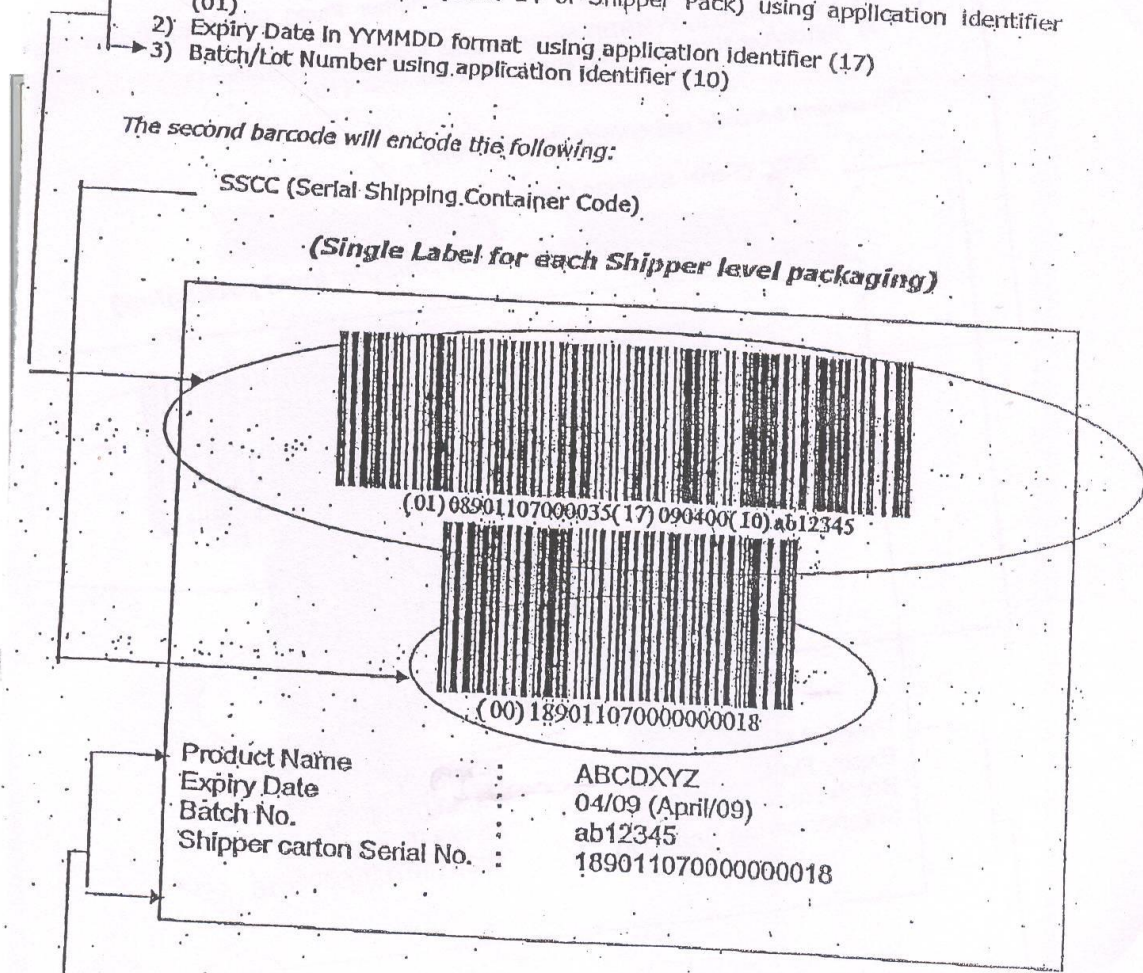
The first barcode will encode the following:

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

The second barcode will encode the following:

SSCC (Serial Shipping Container Code)

(Single Label for each Shipper level packaging)



Product Name	:	ABCDXYZ
Expiry Date	:	04/09 (April/09)
Batch No.	:	ab12345
Shipper carton Serial No.	:	189011070000000018

Human Readable Information

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

SECTION -VIII
SAMPLE FORMS

SAMPLE FORMS

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1. Bid Form

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

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

[insert: **name of Goods**]

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

Dear Sir or Madam:

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

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

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

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

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

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

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

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

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

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

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

Signed:

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

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

2a. Price Schedule for indigenous items

1	2	3	4	5	6	7		8		9		10	11	12	13
Schedule No	Product	Unit pack size	Quantity offered	Per Unit Ex-factory Ex-warehouse Ex-showroom Off-the-shelf Price	Total Ex-factory Ex-warehouse Ex-showroom Off-the-shelf Price	Total Excise /Custom duty, if any		Total Sales Tax/ VAT if any		Other charges including Insurance, inland transportation, incidental charges etc.		Total price (excluding taxes and duties but including Insurance, inland transportation, incidental charges etc.)	Total price including taxes, duties, insurance, inland transportation, incidental charges etc.)	Name of manufacturer	Country of origin
						In %	In INR	In %	In INR	Per Unit charges	Total Charges				
					(a) = 4 x 5		(b)		(c)		(d)	(a+d)	(a+b+c+d)		

Note:

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

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

Signed: _____

Dated: _____

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

2b. Price Schedule for imported items

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

Note:

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

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

2c. Price Schedule for already imported items

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

Note:

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.
 - (b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.
- The supplier should provide the details of custom duty already paid/payable separately**

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

Signed: _____

Dated: _____

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

3. Bid Security Form

Date: [insert: **date**]

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

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

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

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

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

THE CONDITIONS of this obligation are the following:

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

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

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

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

4. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Instruction to bidder
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications, Functional Requirements and Implementation Schedule)
 - (e) The Supplier's bid and original Price Schedules
 - (f) The Schedule of Requirements
 - (g) The Purchaser's Notification of Award
 - (h) [Add here: **any other documents**]
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide

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

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

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

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

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

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

in the presence of _____

For and on behalf of the Supplier

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

in the presence of _____

5. Performance Security Bank Guarantee

(unconditional)

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

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

Dear Sir or Madam:

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

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

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

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

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

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

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

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

Bid No. _____ Date of opening _____ Time _____ Hours _____

Name of the Firm _____

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

Signature and seal of the Bidder _____

Countersigned by seal of Chartered Accountant _____

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

For supplies within India & for Exports following supporting evidence are required:

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

7. Manufacturer's Authorization

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

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

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

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

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

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

Title: *[insert title]*

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

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

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

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

(This certificate is to be issued in three Original: One Original for SAMS, One Original for Supplier and One Original for NACO.)

No.

Date

To

Associate Director (MCS)
Strategic Alliance Management Services Pvt. Ltd.
B01-B03, Vardhman Diamond Plaza, Community Centre, D.B. Gupta Road,
Paharganj, New Delhi 110055, INDIA
Phone: +91-11-43580626 / 7

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

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

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

Copy To:

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

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

(This certificate is to be issued in three Original: One Original for SAMS, One Original for Supplier and One Original for NACO.)

No.

Date

To

Associate Director (MCS)
Strategic Alliance Management Services Pvt. Ltd.
B01-B03, Vardhman Diamond Plaza, Community Centre, D.B. Gupta Road,
Paharganj, New Delhi 110055, INDIA
Phone: +91-11-43580626 / 7

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

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

Copy To:

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

10. AFFIDAVIT(On Stamp Paper)

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

Name: _____

Address: _____

(Supplier full address)

Witness 1 _____

Address:_____

Witness 2 _____

Address _____

Note:

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

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

1. Name & full address of the Manufacturer:

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

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

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

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

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

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

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

Signature and seal of the Bidder

12 CHECK LIST

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

Sl. No.	Activity	Yes/No/N A	Page No. in the Bid
1	(a) Bid Security for required amount		
	(b) Bid Security in the form of		
	(i) <i>Bank Guarantee as per format in Bidding document</i>		
	(ii) <i>Draft or Banker's cheque issued by Nationalised bank</i>		
	(c) Validity Date of Bid Security (Valid up to 45-days beyond the bids validity) as specified in ITB Data Sheet clause 18.2)		
	(d) Amendment in Bid Security (if any)		
2	The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.		
3	(a) Bid Form duly signed		
	(b) Power of Attorney in favour of the signatory		
4	The manufacturer's authorization form in Form 7 of Section V <i>(if manufacturer bidder, submit a certificate that the bidder is manufacturer)</i>		
5	Documents establishing post qualification (ITB 6)		
	(a) Certificate of incorporation of Manufacturer		
	(b) Manufacturing Licence of the good(s) quoted in bid List of drugs being manufactured by the bidder with product registration/ license number and date.		
	(c) Submit copy of contact of particular items as Proof of manufacturing & marketing experience of particular items for each regulated product quoted in the tender for at least two years, Indicate Serial No. in performance statement		
	(d) Performance statement as per required Proforma, along with supporting documents viz. (i) Copy of Purchase Orders, (ii) Copy of Invoices, (iii) Proof of Payment received from Purchasers & (iv) Documentary evidence (Client's certificate) in support of satisfactory completion of contract.		
	(e) WHO GMP certificate		
	(f) Submit copy of contract (out of contracts mentioned in performance statement which establishes the post qualification criteria of completing one similar contract in last three years as per ITB clause 6.1.2(i))		
	(g) Affidavit on non-judicial stamp paper for Rs 100/- confirming that the performance statement given is correct		
	(h) A Certificate of having achieved Annual production rate of equivalent product for last three years by CA.		
	(i) Copies complete set of audited financial statements of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) certified by the auditor of the Company for last three financial years		
6	Documents to establish that product is registered in India as per ITB clause 6.4 if applicable		
7	Details of onsite quality control laboratory facilities and services and range of test conducted.		
8	Statement of installed manufacturing capacity certified by appropriate authority		
9	No deviation statement on technical specification		
10	Check list of technical specification. Please give compliance (Yes/No) of each clause of technical specification in tabular form.		
11	(a) Agreement with all terms and condition of the bid document		
	(b) If no, submit a statement of deviations		
12	(a) Mentioned Price in the appropriate Proforma		
	(b) Conditional or unconditional discount mentioned in the bid (if any)		

Sl. No.	Activity	Yes/No/N A	Page No. in the Bid
13	Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; for both manufacturer & non manufacturer		
14	Undertaking as per clause ITB 6.3 (6) {The bidder and the manufacturer whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is offered by the bidder, that may have resulted into debarment/blacklisting by MOH&FW, GOI, or any Central Govt. Department or State Government which is still effective on the date of opening of bid. Such debarment/blacklisting which is still effective on the date of opening of bid will make the bidder ineligible to participate in this bidding process. If no debarment/blacklisting has been done against the Bidder, the bidder must provide an undertaking that the bidder and the manufacturer whose product is offered by the bidder is not debarred/blacklisted by MOH&FW, GOI, or any Central Govt. Department or State Government which is still effective on the date of opening of bid. The bidder will also disclose immediately any such debarment/blacklisting which takes place after opening of bid and before issue of NOA, to the purchaser.}		
15	(a) The bidder shall provide an undertaking that: The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		
	(b) The bidder shall provide an undertaking that: The firm does not employ a government servant, who has been dismissed or removed on account of corruption.		
16	Form 11: Proforma for other details of Bidder, Manufacturer and its Bank		
17	Is your company a Micro or Small Enterprises as per Micro, Small and Medium Enterprises Development (MSMED) Act 2006? If yes, submit the copy of relevant registration certificate. (if No, submit a certificate that the bidder is Not a Micro or Small Enterprises)		
18	List of Directors of the Company		
19	Submit the following details (for Indian Bidders): Name, address, PAN, and Income Tax details (ward/circle where they are being assessed) of the Directors of the Bidding Company. (if foreign bidder, only submit a certificate that the bidder is foreign bidder)		
20	Submit the following details (for Indian Bidders): Company's PAN and Income Tax details and ward/circle where it is being assessed, (if foreign bidder, only submit a certificate that the bidder is foreign bidder)		
21	Submit the following details (for Indian Bidders): Registration details of the company under VAT, local and Central Sales Tax, and other laws as may be applicable and also Sales tax/VAT clearance certificate. (if foreign bidder, only submit a certificate that the bidder is foreign bidder)		
22	Submit copy of Test Report (COA) for the quoted item		

Sl. No.	Activity	Yes/No/N A	Page No. in the Bid
23	<p>Bidders are required to comply with following three conditions:</p> <ol style="list-style-type: none"> 1. The supplier shall not supply drugs manufactured from any of its production units which is banned by DCGI. In addition, any alert issued by any Regulatory authority shall be immediately brought to the notice of the Purchaser and further supply shall be made only after obtaining clearance from the purchaser/client. 2. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of formulations/drugs to be supplied under this contract, the lesser of the two prices viz. the unit prices in the contract and the ceiling prices as notified by National Pharmaceutical Pricing Authority (NPPA), will be applicable for the supplies made after issue of the Notification by NPPA. 3. If the supplier supplies the same formulations in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills. 		
24	<p>A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser:</p> <ol style="list-style-type: none"> (1) Copy of Registration Certificate establishing registration of Goods to be supplied under the Contract, with the National Regulatory Authority of India viz. Central Drugs Standard Control Organization (CDSCO). (2) Copy of documentation indicating that the goods proposed to be supplied under this contract are registered and licensed for use in India by the DCG (I) (Drugs Controller General of India) for imported pharmaceuticals and by the competent authority defined under the Drugs and Cosmetics Act 1940, as amended, after appropriate evaluation by centers approved by the DCG (I) (Drugs Controller General of India) for pharmaceuticals produced by indigenous manufacturers. 		