MINISTRY OF HEALTH & FAMILY WELFARE
National AIDS Control Organization

Government of India

National AIDS Control Programme (NACP-IV)

NATIONAL COMPETITIVE BIDDING

e-TENDER DOCUMENT

For

PROCUREMENT OF STI/RTI COLOR CODED DRUG KITS

IFB NO.:- RITES/MSM/NACP/05/2016

RITES
THE INFRASTRUCTURE PEOPLE

(Procurement Agent)
Materials System Management Division
RITES Ltd., ROC-II, 4th Floor,
Plot No.144, Sector 44
Gurgaon - 122003, Haryana, India
Fax: 91(124)2571659/2571660
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MINISTRY OF HEALTH & FAMILY WELFARE
National AIDS Control Organization

Through

RITES Ltd.,
ROC-II,
4th Floor, Plot No.144, Sector 44
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NATIONAL COMPETITIVE BIDDING

FOR

PROCUREMENT OF STI/RTI COLOR CODED DRUG KITS

NAME OF THE PROJECT: - ***National AIDS Control Programme (NACP-IV)***

BID REFERENCE: - RITES/MSM/NACP/05/2016

DATE OF COMMENCEMENT OF SALE OF BID DOCUMENT: 17.01.2017

DATE AND TIME OF PRE-BID CONFERENCE: 31.01.2017 at 1415 Hrs. (IST)

LAST DATE AND TIME FOR RECEIPT OF BID: 14.02.2017 up to 1415 Hrs. (IST)

TIME AND DATE OF OPENING OF BIDS: 14.02.2017 at 1430 Hrs. (IST)

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

ADDRESS FOR COMMUNICATION: **RITES Ltd.,**
MSM Division, ROC-II, 4th Floor, Plot No.144,
Sector 44, Gurgaon-122003 (Haryana), India
Fax: 91(124)2571659/2571660
Tel: 91(124) 2728-408/405/403

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INVITATION FOR BIDS

Invitation for Bids (IFB)

Country **: India**

Name of Project **: National AIDS Control Programme (NACP-IV)**

Name of Goods : ***STI/RTI COLOR CODED DRUG KITS***

IFB No **: RITES/MSM/NACP/05/2016**

1. National Aids Control Organization, Ministry of Health & Family Welfare, Govt. of India intends to utilise domestic budget for eligible payments under the contracts for Procurement of ARV DRUGS against Schedule **I-VIII** for which this invitation for bid is issued under **National AIDS Control Programme (NACP-IV)**.

2. RITES Ltd. (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India now invites bids through **E-Tendering system** from eligible bidders for the Procurement of **STI/RTI COLOR CODED DRUG KITS** for the quantity as per Schedule of Requirement to the consignees located at various states all over India**.**

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

4. Detailed tender document may be downloaded from E–procurement portal (https://rites.eproc.in) of RITES prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. *Users are requested to map their system as per the System settings available on the link "System Requirement and Registration Manual" on the E-Procurement portal.*

   After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on E-Procurement portal on RITES website.

5. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on **31.01.2017 at 1415 hrs (IST)** at the address mentioned below in S. No. 6. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders.

6. Dead line for submission of bid: **1415 hrs (IST)** on **14.02.2017**. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –III: Schedule of Requirement. The Bid Security shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to the address below. Bids will be opened in the presence of the

bidders' representatives who choose to attend at the address below at **1430 hrs (IST)** on **14.02.2017**.

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

SECTION I. INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

A. INTRODUCTION

1. Scope of Bid

1.1 RITES Ltd., ROC-II 4th Floor, Plot No.144, Sector 44, Gurgaon-122003 (Haryana), India for and on behalf of Ministry of Health & Family Welfare (Govt. of India) invites bids through **E-Tendering system** for ***STI/RTI COLOR CODED DRUG KITS***. Detailed description of goods and specification are given in schedule of requirement and technical specification respectively. Identification number of contract is RITES/MSM/NACP/05/2016.

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;

(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 Govt. Department or State Government 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 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 Indian bidders. Non manufacturer bidders will have to submit Manufacturer's Authorization Form 7 in Section V.

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

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

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

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

pharmacopoeias (e.g., the case of new drug), the Bidder will provide testing protocols and alternative standards.

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

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

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

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

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

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

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

Specifications and meet the Pharmacopoeial standards.

6. Qualifications of the Bidder

Qualification requirements for Bidders are listed below:

The 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). This means that if a firm has completed one contract of value more than Rs. x Million then it will qualify for all schedules whose value is less than Rs. x Million.

Note :- There has to be only one manufacturer for each schedule.

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

6.1.2.1 A copy of its manufacturing license and a statement of installed manufacturing capacity.

6.1.2.2 copies of its audited financial statements for the past three fiscal years.

6.1.2.3 details of on-site quality control laboratory facilities and services and range of tests conducted;

6.1.2.4 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 at **least 50% of the value** indicated against each schedule as indicated 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 of **at least 50% of the value** as given 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.

NOTE- 1. An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.

2. **For non-manufacturer bidder there has to be only one manufacturer for a particular schedule.**

6.3 For both Manufacturer and Non-Manufacturers Bidders

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

6.3.1 A copy of its manufacturing license with product number and date and installed manufacturing capacity.
6.3.2 Details of on-site quality control laboratory facilities and services and range of tests conducted should be submitted.
6.3.3 Copies of its audited financial statements for the past three fiscal years.
6.3.4 A copy of the achieved annual production rate certified by Chartered Accountant.
6.3.5 List of major supply contracts conducted (Completed & ongoing) with in **last five years** as per form 6 in Section V.
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.

6.3.7 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.

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

6.3.9 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;

6.3.10 Bidders are required to comply with following three conditions:

6.3.10.1 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.

6.3.10.2 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.

6.3.10.3 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 RITES may contact for requests for clarification during bid evaluation:

Name		
Telephone No (direct)		
Email address		

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

(e) Bidder should furnish Authority to the Purchaser to seek references from the Bidder's bankers.

(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 stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 11.

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

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

10. Accessing Of Bid Documents

10.1

(a) To participate in the E–Bid submission for RITES, it is mandatory for the bidders to get their firms registered with E–Procurement portal https://rites.eproc.in.

(b) Bidder should enroll themselves on the E-Procurement portal by clicking the option "New Registration" link available on the home page. *A **Bidder Registration** link containing the detailed guidelines for e-procurement system is available on the RITES E-Procurement portal.* During registration, the bidders should provide the correct/true information including a valid email-id. All correspondence shall be made directly with the contractors/bidders through the email-id provided. The registration charges are INR 3900 plus service tax and this is required to be paid to M/s C1 India Pvt. Ltd. through integrated E–payment gateway. The registration will be approved only after receipt of payments. Validity of registration is for three years. In case of any difficulty faced during registration you are requested to contact e-Tendering Helpdesk Number provided on E-Procurement portal.

(c) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link http://www.cca.gov.in.

(d) Bidders can view / download complete bid documents from RITES E–Procurement portal https://rites.eproc.in or RITES website http://www.rites.com

(e) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.

(f) Following may be noted:

(i) Bids can be submitted only during validity of registration of bidder with RITES E–Procurement portal.
(ii) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / RITES website only.
(iii) If the firm is already registered with E–procurement portal of RITES and validity of registration has not expired, the firm is not required for fresh registration.

11. Clarification of Bidding Documents

11.1 A prospective Tenderer requiring any clarification on the Bid Document may notify on line only. Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 10 (ten) days prior to the deadline for submission of tenders. Details of such questions raised and clarifications furnished will be uploaded in RITES website without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded on RITES website.

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

Date: 31.01.2017
Time: 1415 hrs (IST)
Venue:
MSM Division,
RITES Ltd., RITES Office Complex,
Annex Building, 4th Floor, Plot No. 144, Sector 44,
Gurgaon – 122003, Haryana, India

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

12. Amendment of Bidding Documents

12.1 Before the deadline for submission of tenders, the Bid Document may be modified by Purchaser by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.

12.2 Addendum/corrigendum, if any, will be hosted on website / E-procurement portal and shall become a part of the Bid Document. All Bidders are advised to see the website for addendum/

corrigendum to the Bid Document which may be uploaded upto 7 days prior to the deadline for submission of Tender as finally stipulated.

12.3 To give prospective Bidders reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by Purchaser.

C. PREPARATION OF BIDS

13. Language of Bid

13.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in 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.

14. Documents Constituting the Bid

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

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

(b) 'Integrity Pact' in accordance with ITB Clause 40.

(b) original form of bid security in accordance with the provisions of ITB Sub-Clause 19.3 (Bid Security);

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

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

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

15. 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)

16. Bid Prices

16.1 The Bidder shall indicate on the Price Schedule, the unit price of each item, it proposes to supply under the Contract.

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

16.3 Deleted.

16.4 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.

16.5 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.

16.6 (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.

16.7 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 26.

16.8 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.

16.9 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.

16.10 Statutory variation in taxes and duties on finished product will be on purchaser's account.

17. Currencies of Bid

17.1 Prices shall be quoted in Indian Rupees only.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period of **150 days** after the date of bid submission specified in ITB Clause 22 i.e. up to **14.07.2017**. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

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

19. Bid Security

19.1 The Bidder shall furnish, as part of its bid, a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –III: Schedule of Requirement. The Bid Security shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to :

Group General Manager/MSM
RITES Ltd., MSM Division,
ROC-II, 4th Floor,
Plot No. 144, Sector 44,
Gurgaon – 122003, Haryana, India

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.

19.2 The bid security shall remain valid for a period of **45 days** beyond the validity period for the bid i.e. up to **28.08.2017**, and beyond any extension subsequently requested under Sub-clause 18.2.

19.3 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.

19.4 Any Tender not accompanied by **scanned copies** of the instruments for payment of Bid Security in an acceptable form shall be rejected by the purchaser as non-responsive.

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

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

19.7 The bid security may be forfeited

(a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 18.2 and 23.5; or

(b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 27; 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.

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

20. Alternative Proposals by Bidders

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

D. Submission of Bids

21. Preparation And Submission Of Bids

21.1

(a) Detailed Bid Document may be downloaded from E–procurement portal of RITES prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. *Users are requested to map their system as per the System settings available on the link "System Requirement and Registration Manual" on the E-Procurement portal.*

(b) After downloading / getting the Bid Document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidders are advised that prior to bid submission they should read the Bid Submission manual available on E-Procurement portal on RITES website.

(c) Bidders must ensure that all the pages of the documents must be signed & stamped by authorised signatory and serially numbered.

(d) The bids shall be submitted online following the instructions appearing on the screen. Insert your eToken/SmartCard in your computer and Log onto E-procurement portal using the User-Id and Password chosen during registration. Then enter the password of the eToken/SmartCard to access the DSC.

(e) Prior to bid submission, bidder should get ready with the documents to be uploaded as part of the bid as indicated in the Bid Document/schedule. Generally they can be in Excel/PDF/ZIP formats. No other format is accepted. If there is more than one PDF document, then they can be clubbed together in a ZIP file for

uploading. Maximum Single file size permitted for uploading is 20 MB. One can upload multiple of such files in case information to be uploaded in single file exceeds 20MB.

(f) **Cost of Bid Security**

During bid submission the bidder has to select the payment option as **offline** to pay the cost of BID SECURITY and enter details of the instruments. In case of exemption form payment of cost of Bid Security, the scanned copy of document in support of exemption will have to be uploaded by the bidder during bid submission. The onus of proving that the bidder is exempted from payment of cost of Bid Security lies on the bidder. In this connection, it should be noted that mere opening of bid does not mean that the bid has to be considered by the purchaser as a valid bid. If later, it is discovered from the uploaded documents that bidder is not exempted from payment of Bid Security, his bid shall be treated as non- responsive.

Upload scanned copy of acceptable instruments for Bid Security (Either in PDF or zip format) against each schedule in fixed amount as specified in Section –III: Schedule of Requirement during on-line submission of Bid. This document shall be deposited in "ORIGINAL" in a sealed envelope within a week from the date of opening to :

Group General Manager/MSM
RITES Ltd., MSM Division,
ROC-II 4th Floor,
Plot No. 144, Sector 44,
Gurgaon – 122003, Haryana, India

Failing which the bid shall be rejected and the bidder shall be debarred from tendering in RITES Ltd. for a period of 02 (two) years, unless the lapse is condoned by the Accepting Authority at the request of the bidder for valid reasons. The envelope should bear the tender details (tender no., tender name etc.).

(g) The bid should be submitted online in the prescribed format. No other mode of submission is accepted.

(h) Bid shall be digitally signed by the Authorized Signatory of the bidder and submitted "on-line". No hard copy of the documents (except those specifically asked for in the Bid Document) are required to be submitted.

(i) The bidders will have to accept unconditionally the online user

portal agreement which contains the Terms and Conditions of NIT including General and Special Terms & Conditions and other conditions, if any, along with on-line undertaking in support of the authenticity regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible bidder.

(j) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the tender/bid document including terms and conditions without any exception and have understood the entire document and are clear about tender requirements.

(k) The bidders are requested to submit the bids through online e-tendering system before the deadline for submission of bids (as per Server System Clock displayed on the portal). RITES will not be held responsible for any sort of delay or the difficulties faced during online submission of bids by the bidders at the eleventh hour.

(l) The bidder may seek clarification online only within the specified period. The identity of bidder will not be disclosed by the system. RITES Ltd. will clarify the relevant queries of bidders as far as possible. The clarifications given will be visible to all the bidders intending to participate in that tender. The clarifications may be asked from the day of "Pre Bid Clarification Start Date and Time" till "Pre Bid Clarification End Date and Time".

22. Deadline for Submission of Bids

22.1 Deadline for Submission of Bids: 14:15 Hrs. on **14.02.2017**.

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 12.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23. Modification/ Substitution/ Withdrawal Of Bids

23.1 The Bidders shall submit offers which comply strictly with the requirements of the Bid Document as amended from time to time as indicated in Clause 12 above. Alternatives or any modifications by the tenderer shall render the Tender invalid.

23.2 The bidder can modify, substitute, re-submit or withdraw its E–bid after submission but prior to the deadline for submission of bids. No Bid shall be modified, substituted or withdrawn by the bidder on or after the deadline for submission of bids. Withdrawal of bid after the deadline for submission of bids would result in the forfeiture of

Bid Security.

23.3 Any modification in the Bid or additional information supplied subsequently to the deadline for submission of bids, unless the same has been explicitly sought for by RITES, shall be disregarded.

23.4 For modification of E–bid, bidder has to detach its old bid from E– procurement portal and upload / re-submit digitally signed modified bid.

23.5 For withdrawal of bid, bidder has to click on withdrawal icon at E–procurement portal and can withdraw its E–bid.

23.6 After the bid submission on the portal, an acknowledgement number will be generated by the system which should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening.

23.7 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for bid submission, in the e-tender system. The bidders should follow this time during bid submission.

23.8 All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & will not be viewable by any one until the date & time specified for bid opening.

23.9 The bidder should logout of the tendering system using the normal logout option available in the portal and not by selecting the (X) exit option in the browser.

E. OPENING AND EVALUATION OF BIDS

24. Bid Opening, Evaluation And Clarifications

24.1 The Purchaser will open all bids, in the presence of Bidders' representatives who choose to attend, at **1430 hrs** (Indian Standard Time) on **14.02.2017** at the following address:

RITES Ltd., MSM Division,
ROC-II 4th Floor,
Plot No. 144, Sector 44,
Gurgaon – 122003, Haryana, India

"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."

24.2 Opening of bids will be done through online process. RITES reserves the right to postpone or cancel a scheduled bid opening at any time prior to its opening. Information of the same will be displayed at RITES E-procurement portal.

24.3 Bid opening committee will open the bids online in the presence of bidders or their authorized representatives who choose to attend on opening date and time. Also the bidders can participate online during the bid opening process from their remote end through their dashboard. The bidder's representatives, who are present, shall sign in an attendance register. RITES shall subsequently examine and evaluate the bids in accordance with the provision set out in the Bid Document.

24.4 It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work. Additionally, information shall also be sent by system generated e-mail to bidder regarding deficiencies in the documents, if any and also request for clarification from the bidder. A system generated SMS alert will also be sent to the bidder. No separate communication will be sent in this regard. Non-receipt of e- mail and SMS will not be accepted as a reason of non-submission of deficient documents or confirmatory documents within prescribed time.

24.5 The bids will be evaluated for qualifying criteria as mentioned in bid document hereinbefore. RITES shall not be responsible for any postal delay in receipt of all original documents including the Bid Security. In case of non-receipt of the document in original within the aforesaid period, the bid will be treated as non- responsive.

24.6 Envelope 1 containing scanned copy of Bid Security and scanned copy of Authority to sign document of all the Tenderers will be opened first and checked. If any of the document(s) so furnished are not as per tender stipulations, the Envelope 2 of Technical bid and Financial bid will not be opened and the bid is treated as rejected. The Envelope 2 containing Technical Bid and Financial Bid of other Tenderers who have furnished scanned copies of Bid Security and Authority to sign as per tender stipulations will then be opened.

25. Confidentiality

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

25.2 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.

25.3 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.

26. Examination of Bids and Determination of Responsiveness

26.1 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.

26.2 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.

26.3 Prior to the detailed evaluation, pursuant to ITB Clause 28, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

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

- Bid Validity (ITB Clause 18)
- Bid Security (ITB Clause 19);
- Validity of Bid Security (ITB Clause 19.2)
- Performance Security (GCC Clause 8);
- Delivery Terms (GCC Clause 11 & Schedule of Requirements)
- Warranty (GCC Clause 15);
- Payment terms (GCC Clause 16)
- Force Majeure (GCC Clause 24);
- Limitation of liability (GCC Clause 28)
- Applicable Law (GCC Clause 30);
- Taxes and Duties (GCC Clause 32);
- Technical Specification (As per Section IV)

- Delivery Period (Schedule of Requirements)

Above list is not exhaustive

26.4 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.

27. Correction of Errors

27.1 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.

28. Evaluation and Comparison of Bids

28.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 26.

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

28.3 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.

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

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

28.6 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 MSEs.

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

29. Post qualification

29.1 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.

29.2 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.

29.3 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.

30. Award Criteria

30.1 Pursuant to ITB Clauses 28, 29, and 33, 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.

31. Purchaser's Right to Accept Any Bid and to Reject Any or

31.1 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

All Bids shall be given.

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

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

33. Notification of Award

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

33.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 36, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.

34. Publication of Bid result

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

35. Signing of Contract

35.1 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.

35.2 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.

36. Performance Security

36.1 With in twenty eigth days (28) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, using the performance security form provided in the bidding documents, or any another form acceptable to the purchaser.

36.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 35 or ITB Sub-Clause 36.1 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.

37. Clarification on Duties & Taxes

37.1 **EXCISE DUTY**

37.1.1 The price quoted should be-EXW and the rate of excise duty and

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

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

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

37.1.4 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.

37.1.5 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.

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

37.2 **SALES TAX /VAT**

37.2.1 The price quoted should be exclusive, of Sales Tax/VAT. The element of CST/VAT leviable should be specifically stated and shown distinctly as a percentage along with the price-quoted, separately. Where this is not done, no claim for sales tax will be admitted at any later stage on any ground. Further in the absence of any such stipulation regarding sales tax in the bid, it will be presumed that the prices quoted by the bidder are inclusive of sales tax and no liability for payment of sales tax will be devolved up on the purchaser. If case of stipulation like Sales Tax/VAT extra as applicable, the quoted prices will be loaded with the maximum quantum of Sales Tax/VAT which is normally applicable on the item in question for the purpose of comparing the prices with other bidders.

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

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

37.2.3 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.

37.2.4 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.

37.3 **OCTROI DUTY AND LOCAL T AXES**

37.3.1 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.

37.3.2 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.

37.4 **CUSTOMS DUTY**

37.4.1 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.

37.4.2 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.

37.5 GST (Goods & Service Tax)

Any statutory variation in taxes and duties on account of implementation of GST (Goods & Service Tax) during the currency of the contract will be to the Purchaser's account.

38. Purchase preference

38.1 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.

39. Registration of Imported goods

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

40. Integrity Pact

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

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

Name and Address of the Independent External Monitor (In case value of contract is Rs.10 crores or more): Shri Suresh Kumar (IRAS) Ex-Director, CONCOR.

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

41. Authority To Sign

41.1

a) If the applicant is an individual, he should sign above his full type written name and current address.

b) If the applicant is a proprietary firm, the Proprietor should sign above his full type written name and the full name of his firm with its current address.

c) If the applicant is a firm in partnership, the Documents should be signed by all the partners of the firm above their full type written names and current addresses. Alternatively the Documents should be signed by the person holding Power of Attorney for the firm in the **Form 13.**

d) If the applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents in the **Form 13.**

SECTION II. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

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

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

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

(c) "Day" means calendar day.

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

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

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

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

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

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

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

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

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

and Services under this Contract.

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

2. Imports

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

3. Application

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

4. Country of Origin

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

5. Standards

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

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

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

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

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

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

so required by the Purchaser.

7. Patent Rights

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

8. Performance Security

8.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount equal to 5 % 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 "RITES Ltd" (acting as procurement agent on behalf of Ministry of Health & Family Welfare Government of India), issued by a nationalized/scheduled bank located in India and 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 RITES Ltd.

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

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

the contract, as amended.

9. Inspections and Tests

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

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

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

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

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

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

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

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

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

(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.

10.3 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

11.1

Documents

(A) Documents to be submitted to purchaser:-

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

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

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

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

iv. Four copies of packing list identifying contents of each package

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

vi. 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) s required for delivery/payment purposes.

x. A declaration that the supplier has not supplied the same goods as given in the contract at lesser unit prices to any other party during the currency of the contract.

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

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

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

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

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

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

adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

15.2 The Purchaser shall have the right to make claims under the above warranty up to the **full period of shelf life of goods**. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

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

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

15.5 Recalls

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

16. Payment

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

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

(ii) **On Acceptance: Ten (10) percent** of the Contract Price of Goods received shall be paid within sixty (60) days of acceptance of the Goods upon submission of an invoice (indicating the RITES Ltd., as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India; the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Final Acceptance Certificate (Form 9 of the bid document) issued by the Consignee through ECS of the bank.

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

16.3 Payment will be released after receipt of funds from NACO, Ministry of Health & Family Welfare

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 or duties 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 goods manufactured from any of its production units which is banned by DCGI. In addition, any alert issued by any Regulatory authority shall be immediately brought to the notice of the Purchaser and further supply shall be made only after obtaining clearance from the purchaser/client.

b. In case of any ceiling prices fixed within the validity period of this contract, by Government of India in respect of

goods to be supplied under this contract, the lesser of the two prices viz. the unit prices in the contract and the ceiling prices as notified by Government of India, will be applicable for the supplies made after issue of the Notification by GOI.

c. If the supplier supplies the same goods 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.

17.3 Any statutory variation in taxes and duties on account of implementation of GST (Goods & Service Tax) during the currency of the contract will be to the Purchaser's account.

18. Change Orders

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

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

(b) the method of shipment or packing;

(c) the place of delivery; and/or

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

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

19. Contract Amendments

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

20. Assignment

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

21. Delays in the Supplier's

21.1 DELAYS IN THE SUPPLIES PERFORMANCE OF THE CONTRACT:

Performance

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

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

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

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

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

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

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

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s)

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

23. Termination for Default

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

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

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

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

For the purpose of this clause:

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

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

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

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

24. Force Majeure

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

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

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

25. Termination for Insolvency

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

26. Termination for Convenience

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

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

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

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

27. Settlement of Disputes

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

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

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

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

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, **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.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, **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

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

28. Limitation of Liability

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

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

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

29. Governing

29.1 The governing language of the contract shall be English. All

Language correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

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

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

The Purchaser's addresses for notice purposes is:

Group General Manager/MSM
RITES Ltd., MSM Division, ROC-II,
4th Floor, Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India
Fax: 91(124)2571659/2571660
Tel: 91(124) 2728-408/405/403

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

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

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

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

SECTION III. SCHEDULE OF REQUIREMENTS

SECTION III
SCHEDULE OF REQUIREMENTS

Schedule No.	Description of Goods	Unit	Required Quantity	Bid Security in Indian Rupees
I	Kit 1: 1 Tab Azithromycin 1 gram and 1 Tab Cefixime 400 mg	Kit	1,609,545.00	794,000.00
II	Kit 2: 2 Tab Secnidazole 1 grams and 1 Tab Fluconazole 150 mg	Kit	2,555,329.00	567,000.00
III	Kit 3 :Inj Benzathine Penicillin 2.4 MU with equal number of sterile water 10 ml	Kit	78,579.00	46,000.00
IV	Kit 3 : Tab Azithromycin 1 gram	Kit	78,579.00	24,000.00
V	Kit 4: 30 Cap./Tab Doxycycline 100mg and 1 Tab. Azithromycin 1 gram	Kit	67,956.00	64,000.00
VI	Kit 5: 21 Tab Acyclovir 400 mg	Kit	276,305.00	289,000.00
VII	Kit 6: 1 Tab Cefixime 400 mg and 28 Tab Metronidazole 400 mg and 28 Cap./Tab Doxycycline 100mg	Kit	1,148,344.00	1,339,000.00
VIII	Kit 7: 42 Cap./Tab Doxycycline 100mg and 1 Tab. Azithromycin 1 gram	Kit	72,756.00	80,000.00
	Total			**32,03,000.00**

Delivery Schedule & Consignee details:

1st Lot	To be supplied by 1st Oct 2017.
2nd Lot	To be supplied within 15th Oct 2017 to 15th Dec 2017.
3rd Lot	To be supplied within 1st Jan 2018 to 15th March 2018
4th Lot	To be supplied within 20th March 2018 to 1st May 2018
5th Lot	To be supplied within 1st June 2018 to 1st Aug 2018
6th Lot	To be supplied within 1st Sep 2018 to 1st Nov 2018
7th Lot	To be supplied within 1st Dec 2018 to 1st Feb 2019

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

Note:

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

2. **Entries of supplies will be required to be made in the Software running at NACO (at present Inventory Management System), URL is www. ims.naco.gov.in.**

Details of the Kits

Schedule I

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required	
			Tab. Azithromycin 1 gm (1 tab per kit)	Tab. Cefixime 400mg (1 tab per kit)
Kit-1	1,609,545	Grey	16,09,545	16,09,545

Schedule II

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required	
			Tab. Secnidazole 1 gm (2 tab per kit)	Tab.Flucanazole 150 mg (1 tab per kit)
Kit-2	25,55,329	Green	51,10,658	25,55,329

Schedule III

Kit	Number required	Color	Drug Composition
Kit-3 (part)	78579		Inj Benzathine Penicillin 2.4 MU with equal number of sterile water 10 ml

Schedule IV

Kit	Number required	Color	Drug Composition
Kit-3 (part)	78,579	-	Tab Azithromycin 1 gram

Schedule V

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required	
			Tab. Azithromycin 1 gm (1 tab per kit)	Doxycycline 100mg (30tab/cap per kit)
Kit-4	67,956	Blue	67,956	20,38,680

Schedule VI

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required
			Acyclovir 400 mg(21 Tab per kit)
Kit-5	2,76,305	Red	58,02,405

Schedule VII

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required		
			Tab. Cefixime 400mg (1 tab per kit)	Metronidazole 400 mg (28 Tab per Kit)	Doxycycline 100mg (28 Tab per Kit)
Kit-6	11,48,344	Yellow	11,48,344	3,21,53,632	3,21,53,632

Schedule VII

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required	
			Tab. Azithromycin 1 gm (1 tab per kit)	Doxycycline 100mg (42 Tab per Kit)
Kit-7	72,756	Black	72,756	30,55,752

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

Consignee address and Consignee-wise Quantity distribution

	Schedule 1							
	Kit 1: 1 Tab Azithromycin 1 gram and 1 Tab Cefixime 400 mg							
Name of State	**Total**	**1st Lot**	**2nd Lot**	**3rd Lot**	**4th Lot**	**5th Lot**	**6th Lot**	**7th Lot**
Andman and Nicibar Island	736	126	126	107	94	94	94	95
Andhra Pradesh	67,650	11,550	11,550	9,900	8,663	8,663	8,663	8,661
Arunachal Pradesh	4,100	700	700	600	525	525	525	525
Assam	41,375	7,064	7,064	6,055	5,298	5,298	5,298	5,298
Bihar	92,570	15,805	15,805	13,546	11,854	11,854	11,854	11,852
Chandigarh	6,560	1,120	1,120	960	840	840	840	840
Chhatisgarh	39,881	6,809	6,809	5,836	5,107	5,107	5,107	5,106
Dadra & Nagar Haveli	205	35	35	30	26	26	26	27
Daman & Diu	1,351	231	231	197	173	173	173	173
Delhi	51,250	8,750	8,750	7,500	6,563	6,563	6,563	6,561
Goa	1,902	325	325	278	244	244	244	242
Gujarat	30,750	5,250	5,250	4,500	3,938	3,938	3,938	3,936
Haryana	61,500	10,500	10,500	9,000	7,875	7,875	7,875	7,875
Himachal Pradesh	14,932	2,549	2,549	2,186	1,912	1,912	1,912	1,912
Jammu & Kashmir	21,804	3,723	3,723	3,190	2,792	2,792	2,792	2,792
Jharkhand	41,000	7,000	7,000	6,000	5,250	5,250	5,250	5,250
Karnataka	160,490	27,401	27,401	23,486	20,551	20,551	20,551	20,549
Kerala	13,142	2,244	2,244	1,923	1,683	1,683	1,683	1,682
Madhya Pradesh	178,783	30,524	30,524	26,163	22,893	22,893	22,893	22,893
Maharashtra	134,962	23,042	23,042	19,751	17,282	17,282	17,282	17,281
Manipur	9,256	1,580	1,580	1,355	1,185	1,185	1,185	1,186
Meghalaya	6,962	1,189	1,189	1,018	892	892	892	890
Mizoram	9,906	1,691	1,691	1,450	1,269	1,269	1,269	1,267
Nagaland	19,643	3,354	3,354	2,874	2,515	2,515	2,515	2,516
Odisha	49,772	8,498	8,498	7,283	6,373	6,373	6,373	6,374
Puducherry	2,423	414	414	354	310	310	310	311
Punjab	58,897	10,056	10,056	8,618	7,542	7,542	7,542	7,541
Rajasthan	49,173	8,395	8,395	7,197	6,297	6,297	6,297	6,295
Sikkim	777	133	133	113	100	100	100	98
Tamil Nadu	102,250	17,457	17,457	14,964	13,093	13,093	13,093	13,093
Telangana	58,086	9,917	9,917	8,501	7,438	7,438	7,438	7,437
Tripura	10,301	1,759	1,759	1,507	1,319	1,319	1,319	1,319
Uttar Pradesh	110,901	18,934	18,934	16,230	14,201	14,201	14,201	14,200
Uttarakhand	50,358	8,598	8,598	7,369	6,448	6,448	6,448	6,449
West Bengal	73,097	12,480	12,480	10,697	9,360	9,360	9,360	9,360
Mumbai	32,800	5,600	5,600	4,800	4,200	4,200	4,200	4,200
Total	**1,609,545**	**274,803**	**274,803**	**235,538**	**206,105**	**206,105**	**206,105**	**206,086**

	Schedule II							
	Kit 2: 2 Tab Secnidazole 1 grams and 1 Tab Fluconazole 150 mg							
Name of State	**Total**	**1st Lot**	**2nd Lot**	**3rd Lot**	**4th Lot**	**5th Lot**	**6th Lot**	**7th Lot**
Andman and Nicibar Island	1,180	201	201	173	151	151	151	152
Andhra Pradesh	139,800	23,868	23,868	20,459	17,901	17,901	17,901	17,902
Arunachal Pradesh	19,690	3,362	3,362	2,881	2,521	2,521	2,521	2,522
Assam	70,572	12,049	12,049	10,327	9,037	9,037	9,037	9,036
Bihar	134,136	22,901	22,901	19,630	17,176	17,176	17,176	17,176
Chandigarh	19,336	3,301	3,301	2,830	2,476	2,476	2,476	2,476
Chhatisgarh	61,246	10,457	10,457	8,962	7,843	7,843	7,843	7,841
Dadra & Nagar Haveli	205	35	35	30	26	26	26	27
Daman & Diu	9,840	1,680	1,680	1,440	1,260	1,260	1,260	1,260
Delhi	79,466	13,567	13,567	11,630	10,176	10,176	10,176	10,174
Goa	3,237	553	553	473	415	415	415	413
Gujarat	10,250	1,750	1,750	1,500	1,313	1,313	1,313	1,311
Haryana	54,784	9,353	9,353	8,018	7,015	7,015	7,015	7,015
Himachal Pradesh	32,068	5,475	5,475	4,693	4,106	4,106	4,106	4,107
Jammu & Kashmir	34,979	5,972	5,972	5,119	4,479	4,479	4,479	4,479
Jharkhand	30,750	5,250	5,250	4,500	3,938	3,938	3,938	3,936
Karnataka	186,064	31,767	31,767	27,229	23,825	23,825	23,825	23,826
Kerala	25,301	4,320	4,320	3,702	3,240	3,240	3,240	3,239
Madhya Pradesh	206,796	35,307	35,307	30,262	26,480	26,480	26,480	26,480
Maharashtra	172,858	29,512	29,512	25,297	22,134	22,134	22,134	22,135
Manipur	17,784	3,036	3,036	2,603	2,277	2,277	2,277	2,278
Meghalaya	14,309	2,443	2,443	2,094	1,832	1,832	1,832	1,833
Mizoram	17,958	3,066	3,066	2,628	2,300	2,300	2,300	2,298
Nagaland	18,401	3,142	3,142	2,692	2,356	2,356	2,356	2,357
Odisha	66,145	11,293	11,293	9,680	8,470	8,470	8,470	8,469
Puducherry	8,341	1,424	1,424	1,221	1,068	1,068	1,068	1,068
Punjab	66,588	11,369	11,369	9,744	8,527	8,527	8,527	8,525
Rajasthan	89,534	15,286	15,286	13,103	11,465	11,465	11,465	11,464
Sikkim	3,194	545	545	468	409	409	409	409
Tamil Nadu	321,590	54,906	54,906	47,061	41,179	41,179	41,179	41,180
Telangana	146,891	25,079	25,079	21,496	18,809	18,809	18,809	18,810
Tripura	19,606	3,347	3,347	2,870	2,511	2,511	2,511	2,509
Uttar Pradesh	249,846	42,657	42,657	36,562	31,993	31,993	31,993	31,991
Uttarakhand	86,807	14,821	14,821	12,703	11,116	11,116	11,116	11,114
West Bengal	105,028	17,932	17,932	15,370	13,449	13,449	13,449	13,447
Mumbai	30,750	5,250	5,250	4,500	3,938	3,938	3,938	3,936
Total	**2,555,329**	**436,276**	**436,276**	**373,950**	**327,211**	**327,211**	**327,211**	**327,194**

	Schedule III							
	Kit 3 part : Inj Benzathine Penicillin 2.4 MU with equal number of sterile water 10 ml							
Name of State	**Total**	**1st Lot**	**2nd Lot**	**3rd Lot**	**4th Lot**	**5th Lot**	**6th Lot**	**7th Lot**
Andman and Nicibar Island	205	35	35	30	26	26	26	27
Andhra Pradesh	1,226	209	209	180	157	157	157	157
Arunachal Pradesh	2,366	404	404	346	303	303	303	303
Assam	410	70	70	60	53	53	53	51
Bihar	4,811	821	821	705	616	616	616	616
Chandigarh	660	113	113	96	85	85	85	83
Chhatisgarh	2,321	396	396	340	297	297	297	298
Dadra & Nagar Haveli	205	35	35	30	26	26	26	27
Daman & Diu	205	35	35	30	26	26	26	27
Delhi	5,213	890	890	763	668	668	668	666
Goa	236	40	40	35	30	30	30	31
Gujarat	4,100	700	700	600	525	525	525	525
Haryana	3,200	546	546	469	410	410	410	409
Himachal Pradesh	1,048	179	179	153	134	134	134	135
Jammu & Kashmir	2,989	510	510	438	383	383	383	382
Jharkhand	1,025	175	175	150	131	131	131	132
Karnataka	5,207	889	889	762	667	667	667	666
Kerala	205	35	35	30	26	26	26	27
Madhya Pradesh	3,889	664	664	569	498	498	498	498
Maharashtra	4,100	700	700	600	525	525	525	525
Manipur	820	140	140	120	105	105	105	105
Meghalaya	1,109	189	189	163	142	142	142	142
Mizoram	886	151	151	130	114	114	114	112
Nagaland	2,934	501	501	429	376	376	376	375
Odisha	3,504	598	598	513	449	449	449	448
Puducherry	410	70	70	60	53	53	53	51
Punjab	6,113	1,044	1,044	894	783	783	783	782
Rajasthan	410	70	70	60	53	53	53	51
Sikkim	205	35	35	30	26	26	26	27
Tamil Nadu	3,075	525	525	450	394	394	394	393
Telangana	2,460	420	420	360	315	315	315	315
Tripura	886	151	151	130	114	114	114	112
Uttar Pradesh	7,946	1,357	1,357	1,162	1,018	1,018	1,018	1,016
Uttarakhand	615	105	105	90	79	79	79	78
West Bengal	3,072	525	525	450	393	393	393	393
Mumbai	513	88	88	74	66	66	66	65
Total	**78,579**	**13,415**	**13,415**	**11,501**	**10,066**	**10,066**	**10,066**	**10,050**

	Schedule 1V							
	Kit 3 part : Tab Azithromycin 1 gram							
Name of State	**Total**	**1st Lot**	**2nd Lot**	**3rd Lot**	**4th Lot**	**5th Lot**	**6th Lot**	**7th Lot**
Andman and Nicibar Island	205	35	35	30	26	26	26	27
Andhra Pradesh	1,226	209	209	180	157	157	157	157
Arunachal Pradesh	2,366	404	404	346	303	303	303	303
Assam	410	70	70	60	53	53	53	51
Bihar	4,811	821	821	705	616	616	616	616
Chandigarh	660	113	113	96	85	85	85	83
Chhatisgarh	2,321	396	396	340	297	297	297	298
Dadra & Nagar Haveli	205	35	35	30	26	26	26	27
Daman & Diu	205	35	35	30	26	26	26	27
Delhi	5,213	890	890	763	668	668	668	666
Goa	236	40	40	35	30	30	30	31
Gujarat	4,100	700	700	600	525	525	525	525
Haryana	3,200	546	546	469	410	410	410	409
Himachal Pradesh	1,048	179	179	153	134	134	134	135
Jammu & Kashmir	2,989	510	510	438	383	383	383	382
Jharkhand	1,025	175	175	150	131	131	131	132
Karnataka	5,207	889	889	762	667	667	667	666
Kerala	205	35	35	30	26	26	26	27
Madhya Pradesh	3,889	664	664	569	498	498	498	498
Maharashtra	4,100	700	700	600	525	525	525	525
Manipur	820	140	140	120	105	105	105	105
Meghalaya	1,109	189	189	163	142	142	142	142
Mizoram	886	151	151	130	114	114	114	112
Nagaland	2,934	501	501	429	376	376	376	375
Odisha	3,504	598	598	513	449	449	449	448
Puducherry	410	70	70	60	53	53	53	51
Punjab	6,113	1,044	1,044	894	783	783	783	782
Rajasthan	410	70	70	60	53	53	53	51
Sikkim	205	35	35	30	26	26	26	27
Tamil Nadu	3,075	525	525	450	394	394	394	393
Telangana	2,460	420	420	360	315	315	315	315
Tripura	886	151	151	130	114	114	114	112
Uttar Pradesh	7,946	1,357	1,357	1,162	1,018	1,018	1,018	1,016
Uttarakhand	615	105	105	90	79	79	79	78
West Bengal	3,072	525	525	450	393	393	393	393
Mumbai	513	88	88	74	66	66	66	65
Total	**78,579**	**13,415**	**13,415**	**11,501**	**10,066**	**10,066**	**10,066**	**10,050**

	Schedule V							
	Kit 4: 30 Cap./Tab Doxycycline 100mg and 1 Tab. Azithromycin 1 gram							
Name of State	**Total**	**1st Lot**	**2nd Lot**	**3rd Lot**	**4th Lot**	**5th Lot**	**6th Lot**	**7th Lot**
Andman and Nicibar Island	205	35	35	30	26	26	26	27
Andhra Pradesh	3,137	536	536	458	402	402	402	401
Arunachal Pradesh	705	120	120	104	90	90	90	91
Assam	923	158	158	134	118	118	118	119
Bihar	4,487	766	766	657	575	575	575	573
Chandigarh	800	137	137	116	103	103	103	101
Chhatisgarh	2,975	508	508	435	381	381	381	381
Dadra & Nagar Haveli	205	35	35	30	26	26	26	27
Daman & Diu	410	70	70	60	53	53	53	51
Delhi	4,397	751	751	643	563	563	563	563
Goa	308	53	53	44	40	40	40	38
Gujarat	205	35	35	30	26	26	26	27
Haryana	1,952	333	333	286	250	250	250	250
Himachal Pradesh	2,304	393	393	338	295	295	295	295
Jammu & Kashmir	1,794	306	306	263	230	230	230	229
Jharkhand	1,025	175	175	150	131	131	131	132
Karnataka	3,161	540	540	462	405	405	405	404
Kerala	431	74	74	62	55	55	55	56
Madhya Pradesh	2,749	469	469	403	352	352	352	352
Maharashtra	5,029	859	859	735	644	644	644	644
Manipur	925	158	158	135	119	119	119	117
Meghalaya	935	160	160	136	120	120	120	119
Mizoram	1,230	210	210	180	158	158	158	156
Nagaland	2,304	393	393	338	295	295	295	295
Odisha	1,374	235	235	200	176	176	176	176
Puducherry	718	123	123	104	92	92	92	92
Punjab	2,392	408	408	351	306	306	306	307
Rajasthan	2,456	419	419	360	315	315	315	313
Sikkim	205	35	35	30	26	26	26	27
Tamil Nadu	4,799	819	819	703	615	615	615	613
Telangana	3,075	525	525	450	394	394	394	393
Tripura	886	151	151	130	114	114	114	112
Uttar Pradesh	2,370	405	405	346	304	304	304	302
Uttarakhand	1,146	196	196	167	147	147	147	146
West Bengal	4,371	747	747	640	559	559	559	560
Mumbai	1,568	268	268	229	201	201	201	200
Total	**67,956**	**11,605**	**11,605**	**9,939**	**8,706**	**8,706**	**8,706**	**8,689**

	Schedule V1							
	Kit 5: 21 Tab Acyclovir 400 mg							
Name of State	**Total**	**1st Lot**	**2nd Lot**	**3rd Lot**	**4th Lot**	**5th Lot**	**6th Lot**	**7th Lot**
Andman and Nicibar Island	308	53	53	44	40	40	40	38
Andhra Pradesh	11,275	1,925	1,925	1,650	1,444	1,444	1,444	1,443
Arunachal Pradesh	726	124	124	106	93	93	93	93
Assam	7,060	1,205	1,205	1,034	904	904	904	904
Bihar	9,289	1,586	1,586	1,359	1,190	1,190	1,190	1,188
Chandigarh	1,568	268	268	229	201	201	201	200
Chhatisgarh	5,441	929	929	796	697	697	697	696
Dadra & Nagar Haveli	310	53	53	45	40	40	40	39
Daman & Diu	730	125	125	106	94	94	94	92
Delhi	15,691	2,679	2,679	2,296	2,009	2,009	2,009	2,010
Goa	308	53	53	44	40	40	40	38
Gujarat	205	35	35	30	26	26	26	27
Haryana	4,984	851	851	729	638	638	638	639
Himachal Pradesh	3,618	618	618	529	463	463	463	464
Jammu & Kashmir	3,206	547	547	470	411	411	411	409
Jharkhand	5,125	875	875	750	656	656	656	657
Karnataka	38,468	6,568	6,568	5,629	4,926	4,926	4,926	4,925
Kerala	2,237	382	382	327	287	287	287	285
Madhya Pradesh	13,846	2,364	2,364	2,026	1,773	1,773	1,773	1,773
Maharashtra	18,401	3,142	3,142	2,692	2,356	2,356	2,356	2,357
Manipur	6,123	1,045	1,045	897	784	784	784	784
Meghalaya	2,298	392	392	337	294	294	294	295
Mizoram	6,150	1,050	1,050	900	788	788	788	786
Nagaland	10,041	1,714	1,714	1,470	1,286	1,286	1,286	1,285
Odisha	7,128	1,217	1,217	1,043	913	913	913	912
Puducherry	1,109	189	189	163	142	142	142	142
Punjab	6,943	1,185	1,185	1,017	889	889	889	889
Rajasthan	4,096	699	699	600	525	525	525	523
Sikkim	515	88	88	75	66	66	66	66
Tamil Nadu	34,346	5,864	5,864	5,026	4,398	4,398	4,398	4,398
Telangana	10,957	1,871	1,871	1,603	1,403	1,403	1,403	1,403
Tripura	2,548	435	435	373	326	326	326	327
Uttar Pradesh	20,246	3,457	3,457	2,962	2,593	2,593	2,593	2,591
Uttarakhand	3,983	680	680	583	510	510	510	510
West Bengal	8,853	1,512	1,512	1,296	1,133	1,133	1,133	1,134
Mumbai	8,173	1,395	1,395	1,197	1,047	1,047	1,047	1,045
Total	**276,305**	**47,175**	**47,175**	**40,433**	**35,385**	**35,385**	**35,385**	**35,367**

	ScheduleVII							
	Kit 6: 1 Tab Cefixime 400 mg and 28 Tab Metronidazole 400 mg and 28 Cap./Tab Doxycycline 100mg							
Name of State	**Total**	**1st Lot**	**2nd Lot**	**3rd Lot**	**4th Lot**	**5th Lot**	**6th Lot**	**7th Lot**
Andman and Nicibar Island	1,335	228	228	195	171	171	171	171
Andhra Pradesh	65,897	11,251	11,251	9,643	8,438	8,438	8,438	8,438
Arunachal Pradesh	2,524	431	431	369	323	323	323	324
Assam	25,510	4,355	4,355	3,734	3,267	3,267	3,267	3,265
Bihar	87,896	15,007	15,007	12,862	11,255	11,255	11,255	11,255
Chandigarh	2,751	470	470	402	352	352	352	353
Chhatisgarh	21,435	3,660	3,660	3,136	2,745	2,745	2,745	2,744
Dadra & Nagar Haveli	308	53	53	44	40	40	40	38
Daman & Diu	2,298	392	392	337	294	294	294	295
Delhi	44,206	7,547	7,547	6,470	5,661	5,661	5,661	5,659
Goa	1,025	175	175	150	131	131	131	132
Gujarat	4,100	700	700	600	525	525	525	525
Haryana	71,750	12,250	12,250	10,500	9,188	9,188	9,188	9,186
Himachal Pradesh	13,526	2,309	2,309	1,980	1,732	1,732	1,732	1,732
Jammu & Kashmir	9,291	1,586	1,586	1,360	1,190	1,190	1,190	1,189
Jharkhand	41,687	7,117	7,117	6,101	5,338	5,338	5,338	5,338
Karnataka	91,858	15,683	15,683	13,443	11,762	11,762	11,762	11,763
Kerala	7,261	1,240	1,240	1,062	930	930	930	929
Madhya Pradesh	61,246	10,457	10,457	8,962	7,843	7,843	7,843	7,841
Maharashtra	73,568	12,560	12,560	10,767	9,420	9,420	9,420	9,421
Manipur	5,023	858	858	734	643	643	643	644
Meghalaya	2,965	506	506	434	380	380	380	379
Mizoram	7,175	1,225	1,225	1,050	919	919	919	918
Nagaland	8,858	1,512	1,512	1,297	1,134	1,134	1,134	1,135
Odisha	32,068	5,475	5,475	4,693	4,106	4,106	4,106	4,107
Puducherry	3,434	586	586	503	440	440	440	439
Punjab	43,023	7,345	7,345	6,297	5,509	5,509	5,509	5,509
Rajasthan	41,912	7,156	7,156	6,133	5,367	5,367	5,367	5,366
Sikkim	613	105	105	89	79	79	79	77
Tamil Nadu	76,325	13,031	13,031	11,170	9,773	9,773	9,773	9,774
Telangana	68,087	11,625	11,625	9,963	8,719	8,719	8,719	8,717
Tripura	6,146	1,049	1,049	900	787	787	787	787
Uttar Pradesh	108,396	18,507	18,507	15,862	13,880	13,880	13,880	13,880
Uttarakhand	45,807	7,821	7,821	6,703	5,866	5,866	5,866	5,864
West Bengal	44,616	7,618	7,618	6,529	5,713	5,713	5,713	5,712
Mumbai	24,424	4,170	4,170	3,574	3,128	3,128	3,128	3,126
Total	**1,148,344**	**196,060**	**196,060**	**168,048**	**147,048**	**147,048**	**147,048**	**147,032**

	Schedule VIII							
	Kit 7: 42 Cap./Tab Doxycycline 100mg and 1 Tab. Azithromycin 1 gram							
Name of State	**Total**	**1st Lot**	**2nd Lot**	**3rd Lot**	**4th Lot**	**5th Lot**	**6th Lot**	**7th Lot**
Andman and Nicibar Island	205	35	35	30	26	26	26	27
Andhra Pradesh	2,280	389	389	334	292	292	292	292
Arunachal Pradesh	205	35	35	30	26	26	26	27
Assam	1,468	251	251	214	188	188	188	188
Bihar	6,146	1,049	1,049	900	787	787	787	787
Chandigarh	410	70	70	60	53	53	53	51
Chhatisgarh	935	160	160	136	120	120	120	119
Dadra & Nagar Haveli	205	35	35	30	26	26	26	27
Daman & Diu	513	88	88	74	66	66	66	65
Delhi	3,075	525	525	450	394	394	394	393
Goa	506	86	86	75	65	65	65	64
Gujarat	205	35	35	30	26	26	26	27
Haryana	3,846	657	657	562	493	493	493	491
Himachal Pradesh	959	164	164	140	123	123	123	122
Jammu & Kashmir	1,796	307	307	262	230	230	230	230
Jharkhand	2,050	350	350	300	263	263	263	261
Karnataka	7,134	1,218	1,218	1,044	914	914	914	912
Kerala	513	88	88	74	66	66	66	65
Madhya Pradesh	4,315	737	737	631	553	553	553	551
Maharashtra	3,075	525	525	450	394	394	394	393
Manipur	718	123	123	104	92	92	92	92
Meghalaya	513	88	88	74	66	66	66	65
Mizoram	1,025	175	175	150	131	131	131	132
Nagaland	3,383	578	578	494	433	433	433	434
Odisha	2,977	508	508	436	381	381	381	382
Puducherry	302	52	52	43	39	39	39	38
Punjab	2,366	404	404	346	303	303	303	303
Rajasthan	4,487	766	766	657	575	575	575	573
Sikkim	316	54	54	46	41	41	41	39
Tamil Nadu	5,125	875	875	750	656	656	656	657
Telangana	3,050	521	521	446	391	391	391	389
Tripura	587	100	100	86	75	75	75	76
Uttar Pradesh	4,100	700	700	600	525	525	525	525
Uttarakhand	998	170	170	147	128	128	128	127
West Bengal	2,455	420	420	360	314	314	314	313
Mumbai	513	88	88	74	66	66	66	65
Total	**72,756**	**12,426**	**12,426**	**10,639**	**9,321**	**9,321**	**9,321**	**9,302**

The bidders shall inform the delivery schedule offered by them in the similar tables as above.

CONSIGNEE ADDRESSES

Sr. No.	States	Addresss of the SACS	STD Code	Office No.	Fax no.	Name		Mobile No.	Email id
1	**Andaman and Nicobar**	AIDS Control Society, Qtr. No. AP/10-11, Type-IV, Atlanta Point, Port Blair 744104	03192	236555/231176/230140	231176	**Dr. R.K. Halder**	**PD**	**9434262800**	andmansacs@gmail.com
							APD		ramkanta_halder@yahoo.com
2	**Andhra Pradesh**	**State AIDS Control Society** HIMANGA Towers, Door No. 189, 1st Floor, "B" Block Old NRI College Building Saipuram Colony, Gollapudi, Vijayawada-521225, Krishna District, Andhra Pradesh	040	24657221 24650776	24742833	**Dr. Shaileja Kumari**	**DD**	**7680075212 9247792300**	
3	**Arunachal Pradesh**	State AIDS Control Society, Directorate of Health Services, Naharalagun, Pin-791110, Papum Pare District, Arunachal Pradesh	0360	2351268 2245942	0360-2246156	**Dr. Riken Rina**	**PD**	**9436256347**	dr.rikenrina@gmail.com
									-
4	**Assam**	Assam State AIDS Control Society, Khanapara, Guwahati - 781022	0361	2620524 2261605	2620524	**Sh. Dhiraj Choudhury**			assamsacs@gmail.com
5	**Bihar**	Bihar State AIDS Control Society, Health Department, Sheikhpur, Patna - 800014	0612	2290278	2282082	**Sh. Rahul Kumar,I.A.S**	**PD**		pd@bsacs.org biharsacs@gmail.com
						Dr. Vijay Kumar	**AD**	**9431416491**	adstd.bsacs@gmail.com
6	**Chandigarh**	State AIDS Control International Youth Hostel, Madhya Marg,, Near PGI Sector 15-A, Chandigarh-160018	0172	2544589 2783300	0172-2700171	**Dr. Vanita Gupta**	**PD**	**9815949729**	chandigarhsacs@gmail.com vanitagupta@yahoo.com
						Dr. Manjeet S. Gulia	**AD(LS)**	**98760991999**	guliamanjeet@gmail.com

Sr. No.	States	Addresss of the SACS	STD Code	Office No.	Fax no.	Name		Mobile No.	Email id
7	**Chhattisgarh**	Chhattisgarh AIDS Control Society, Directorate of Health Services, State health Training Centre, Near Kalibari Chowk, Raipur.	0771	2235860 2221624	2221275	**Sh. Prasanna R**	**PD**		chattishgarhsacs@gmail.com
						Dr. P.K. Chandrakar	**DD**	**9893160660**	dr.pkchandrakar@gmail.com
8	**Dadra & Nagar Haveli**	Dadra & Nagar Haveli AIDS Control Society, 1st Floor, Shri Vinobha Bhave Civil Hospital, Silvassa – 396230	0260	2642061	2642061	**Dr. V.K. Das**	**PD**	**9904405701**	dnhsacs@gmail.com
						Dr. Sapna Prasad	**AD(TI)**	**9904139689**	sapnapra@gmail.com
									-
9	**Daman & Diu**	Daman & Diu AIDS Control Society, 2nd Floor, CHC Building, Fort Area, Moti Daman, Daman – 396220	0260	2230192/136	2230570	**Sh. K. Y. Sultan**	**PD**		kysultan64@yahoo.com; ddsacs@gmail.com
									-
10	**Delhi**	Delhi AIDS Niyantran Samiti, Dr. Baba Saheb Ambedkar Hospital,Dharamshala Block, Sector - 6, Rohini, Delhi - 110 085	011	27055717		**Dr. Mrinalini Darswal,**	**PD**		pd.dsacs@gmail.com;delhisacs@gmail.com
						Dr. Maulik	**PO**	**7838427837**	maulik.shah@ihat.in
						Dr. B.C. Joshi	**AD(IC)**	**9718573800**	dsacs.icr@gmail.com
11	**Goa**	Goa State AIDS control Society, First Floor, Dayanand Smriti Building, Swami Vivekanand Road, Panaji - 403001	0832	2427286 2422519 2421381	2422158	**Dr. Jose D'Sa**	**PD**		goaaids@gmail.com;
						Dr. Rahul	**DD STI**	**9158646065**	rahul.biswas@spym.org
									-
12	**Gujarat**	Gujarat State AIDS Control Society, 0/1 Block, New	079	2680211-13 2685210	2680214	**Sh. J.P. Gupta(I.A.S.)**	**PD**		cohealth@gujarat.gov.in

Sr. No.	States	Addresss of the SACS	STD Code	Office No.	Fax no.	Name		Mobile No.	Email id
		Mental Hospital, Complex, Menghani Nagar, Ahmedabad - 380016							-
						Dr. Anup Amin	**DD**	**9427029318**	dranupamin@yahoo.com
									-
									-
13	**Haryana**	Haryana State AIDS Control Society, c-15, Awas Bhawan, Sector-6, Panchkula, Haryana	0172	2573115		**Mrs. Ritu S Phulia(I.A.S)**	**PD**		haryanasacs@gmail.com
									-
						Dr Sandeep Sahni	**DD STI**	**9814264634**	haryanasacs@gmail.com, sandeep75sahni@yahoo.co.in
						Dr Anjali Arora	**AD STI**	**9872082377**	-
14	**Himachal Pradesh**	Himachal Pradesh State AIDS Control Society, hARI Villa, Near Forest Rest House, Khalini, Shimla - 171002	0177	2621608 2625857	221314, 225857	**Dr. D.S. Gurung**	**PD**	**9816403564**	sacshp@gmail.com
						Dr. Vinay Kumar	**M&E Officer**	**9418486512**	vinayhpsacs@gmail.com
						Dr. Jatin Sharma	**SPO**	**9418450179**	jatinigmc@gmail.com
									-
15	**J & K**	J & K State AIDS Prevention and Control Society, 1st Floor, Seerat Complex, Sector-14, Nanak Nagar, Jammu-180004.	191	2471579	2471579	**Dr. Saleem-ur-Rehman**	**PD**	**9419008883**	jksacs@gmail.com
									-
16	**Karnataka**	Karnataka State AIDS Prevention Society, No.4/13-	080	22201436 22201438	22201435	**Sh. S.G. Raveendra, I.A.S.**	**PD**	**9449847035**	-

Sr. No.	States	Addresss of the SACS	STD Code	Office No.	Fax no.	Name		Mobile No.	Email id
		1, Crescent Road, High Grounds, Bangalore - 560001							
						Dr. Chandra	**DD**	**9449847029**	ddstd.ksaps@gmail.com
									-
17	**Jharkhand**	Jharkhand State AIDS Control Society, Sadar Hospital Campus, Purulia Road, Ranchi	0651	2210380		**Sh. Ashish Singhmar**	**PD**		singhmar.ashish@gmail.com
						Dr. S.K. Mandal	**APD**	**9234675019**	jharkhandsacs@gmail.com
									-
18	**Kerala**	Kerala State AIDS Control Society,, IPP Building, Red Cross Road, Thiruvananthapuram, Kerala - 695037	0471	2304882, 2305183	2305183 09447030470	**Dr. S. Jayasankar**	**PD**	**9447074250**	pd@ksac.in
						Dr. Pyari	**DD**	**9496020823**	ddsti@ksacs.in
									-
									-
19	**Madhya Pradesh**	Madhya Pradesh State AIDS Control Society, 1, Arera Hills, Second Floor, Oilfed Building, Bhopal - 462011	0755	2559629	2556619	**Smt. Jaishri Kiyawat**	**PD**		mpsacs@gmail.com
						Dr. Kamlesh Ahowil	**DD**	**9589100586**	mpsacssti@gmail.com
						Dr. Saket Kale	**PO**	**9406906182**	saketk@hllppt.org;kale.saket@gmail.com
									-
20	**Maharashtra**	Maharashtra State AIDS Control Society, Ackworth Leprosy Hospital Campus, Behind SIWS Collete, R.A. Kidwai Marg, Wadala(West), Mumbai - 400031	022	24113097, 24115791	24113123, 24115825	**Smt. I.A. Kundan**	**PD**		pdmsacs@mahasac.org
						Dr. S.N. Lalikar	**JD**	**9422383568**	ddstd@mahasacs.org

Sr. No.	States	Addresss of the SACS	STD Code	Office No.	Fax no.	Name		Mobile No.	Email id
									-
21	**Manipur**	Manipur State AIDS Control Society, Room no. 202, Annexee Building, Western Block Medical New Secretariat, Imphal - 759001	0385	2443776		**Sh. Pradeep Kr. Jha (I.A.S.)**	**PD**		manipursacs@gmail.com
						Dr.Meena Seeram	**DD**	**9436027014**	-
									-
22	**Meghalaya**	Meghalaya State AIDS Control Society, Ideal Lodge, Oakland, Shillong - 793001	0364	2501844		**Dr. D. Lyngdoh**	**PD**		meghalayasacs@gmail.com
						Dr. Ralte	**DD**	**9436140927**	mehalayasacs@gmail.com
									-
23	**Mizoram**	Mizoram State AIDS Control Society, MV-124, Mission Veng South, Aizwal - 796005	0389	2321566 2321556	2320992	**Dr. Lalmalsawmi Sailo**	**PD**		sawmteisail031@gmail.com
						Dr. Maharum Jluengi Ralte	**DD(BSD)**	**9436140927**	msralte26@gmail.com
									-
24	**Mumbai District**	Mumbai District AIDS Control Society, Acworth Leprosy Compound Hospital R.A. Kidwai Marg, Wadala (West), Mumbai - 400031	022	24100246 24100247		**Dr. Padmaja Keskar**	**PD**		mumbaimacs@gmail.com
						Dr. Latha Shivkar	**DD**	**9221113366**	mdacssti@gmail.com
									-
25	**Nagaland**	Nagaland State AIDS Control Society, Medical Directorate, Ruziezou, Kohima - 797001	0370	2244218, 2241046, 2222626, 2233027,	2242224	**Dr. Meguosielie Kire**	**PD**	**9436004145**	nagalandsacs@gmail.com

Sr. No.	States	Addresss of the SACS	STD Code	Office No.	Fax no.	Name		Mobile No.	Email id
						Dr. Lonetsko	**DD**	**9436402326**	longtscoy@gmail.com
						Dr. R. Chili	**DD**	**9436002705**	ruokuochinkil@gmail.com
									-
26	**Orissa**	Orissa State AIDS Control Society, 2nd Floor, Oil Orissa Building, Nayapalli, Bhubaneshwar-12	0674	2393235		**Sh. Banaji Charan Das, OAS(SAG)I/C**	**PD**		orissasacs@gmail.com
						Dr. S.K. Swain	**DD**	**8763118786**	mansimple3@gmail.com
27	**Pondicherry**	Pondicherry State AIDS Control Society, Old Maternity Hospital Complex, Victor Simonel Street, Puducherry-605001.	0413	2337000/2260160		**Dr. S. Jayanthi**	**PD**		pondicherrysacs@gmail.com
									-
28	**Punjab**	Punjab State AIDS Control Society, 4th Floor Prayaas Building Sec-38B, Chandigarh	0172	2636799		**Dr. Hussan Lal (I.A.S.)**	**PD**		hussanlal@gmail.com;punjabsacs@gmail.com
						Dr. Satinder	**DD**	**9317712359**	drsatinder.sti@gmail.com
						Dr. Kanwal Vilku	**PO**	**8427752858**	kanwal.vilku@spym.org
29	**Rajasthan**	Rajasthan State AIDS Control Society, Medical and Health Directorate, Swasthya Bhawan, Tilak Marg, C Scheme, Jaipur - 302005.	0141	2223326 2222452	2221792	**Dr. S.S. Chauhan**	**Director AIDS & PD**		rajasthansacs@gmail.com
						Dr. Alka Sharma	**DD**	**9828409913**	rsacssti@gmail.com;dralka_sharma@rediffmail.com
30	**Sikkim**	Sikkim State AIDS Control Society, STNM Hospital, Gangtok, 737101	03592	225343, 220898,		**Dr. P.M. Pradhan**	**PD**	**7797896244**	sikkimsacs@gmail.com

Sr. No.	States	Addresss of the SACS	STD Code	Office No.	Fax no.	Name		Mobile No.	Email id
31	**Tamil Nadu**	Tamil Nadu State AIDS Control Society, 417, Pantheon Road, Egmore, Chennai - 600008	044	28190261 28194917, 28190467	28190465 28193515	**Thiru. S. Natarajan, IAS**	**PD**		tansacs.pd@gmail.com tnsacs@gmail.com
						Dr S. Vijayalakshmi	**DD STI**	**9344110360**	tnsacs@gmail.com, stdtansacs@gmail.com
32	**Telengana C/O Andhra Pradesh AIDS Control Society**	**State Aids Control Society** Directorate of Medical and Health Services, Sultan Bazar, Hydrabad-500095				**Dr Jhon Babu**	**APD**	**8332835440**	
									-
33	**Tripura**	Tripura State AIDS Control Society, Health Directorate Building, Gurkhabasti, P.O. Kunjaban, Agartala, West Tripura - 799006	0381	2321614		**Dr. Ashok Roy**	**PD**		sacstripura2008@gmail.com
34	**Uttar Pradesh**	Uttar Pradesh State AIDS Control Society, A block, PICUP Bhawan, Vibhuti Khand, Gomati Nagar, Lucknow - 10	0522	2239297/2720361		**Sh. Alok Kumar, I.A.S.**	**PD**		pd.upsacs@gmail.com
						Dr. Vishakaha Misra	**SPO**	**9652001499**	vmisra@futuresgroup,com
						Dr. A.K. Singhal	**DD**	**9984491088**	draksinghal12013@gmail.com
35	**Uttaranchal**	Uttaranchal State AIDS Control Society, Red Cross Bhawan, Near Directorate of Medial Health, Dandalakhound, Gujrara (Opp. I.T. Park), Sahastradhara Road, Dehradun, Uttarakhand.	0135	2608885		**Dr. Neeraj Kharwal**	**PD**		apdusacs@gmail.com
									-
						Dr. Sunil Kr. Singh	**Incharge STI**	**9411311570; 9012240008**	SUNILUASACS@GMAIL.COM

Sr. No.	States	Addresss of the SACS	STD Code	Office No.	Fax no.	Name		Mobile No.	Email id
						Dr. Menhedra Pancholi	**TL**	**8954944835**	mpancholi@futuregrup.com; mahendrapancholi@gmail.com
36	**West Bengal**	West Bengal State AIDS Control Society, Swasthya Bhavan, GN-29, Sector-V, Salt Lake, Kolkatta -700091	033	23574400, 23570122, 23576000	23570122	**Sh. Onkar Singh Meena(I.A.S.)**	**PD**		wbsacs@gmail.com
						Dr. Swapan Soren	**DD**	**9475563008, 8373036521**	surakshaclinicsti@gmail.com.

APPENDIX 'A'

Schedule No.	Minimum value of completed contract (In Million Indian Rupees or equivalent)	Similar Product
I	16.00	Tablets
II	11.50	Capsules/Tablets
III	1.00	Vial
IV	0.50	Tablets
V	1.50	Capsules/Tablets
VI	6.00	Tablets
VII	27.00	Capsules/Tablets
VIII	1.50	Capsules/Tablets

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APPENDIX ‘B’

Schedule No.	Annual Turnover (in Million Indian Rupees or equivalent)
I	48.00
II	34.50
III	3.00
IV	1.50
V	4.50
VI	18.00
VII	81.00
VIII	4.50

SECTION IV. TECHNICAL SPECIFICATIONS

Section IV. Technical Specifications

INDEX FOR TECHNICAL SPECIFICATIONS

SECTION IV: TECHNICAL SPECIFICATIONS

PART A

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.

Kit Description:

Sch.	Kit No.	Colour	Description of Kit	Unit	Please Fill in *Comply/ Not comply*
I	1	Grey	Tab Azithromycin 1 gram and Tab Cefixime 400 mg	One tablet of each drug in one kit	
II	2	Green	Tab Secnidazole 1 grams and Tab Fluconazole 150 mg	Two tablet Secnidazole and one tablet of Fluconazole in one kit	
III	3	White	Inj Benzathine Penicillin 2.4 MU with equal number of sterile water 10 ml	Vial	
IV	3	White	Tab Azithromycin 1 gram	Tablet	
V	4	Blue	Cap./Tab Doxycycline 100 mg and Tab. Azithromycin 1 gram	Thirty tablets of Doxycycline and one Tablet of Azithromycin in each drug in one kit	
VI	5	Red	Tab Acyclovir 400 mg	Twenty One tablets of drug in one kit	
VII	6	Yellow	Tab Cefixime 400 mg and Tab Metronidazole 400 mg and Cap./Tab Doxycycline 100 mg	One tablet of Cefixime and 28 tablets of Metronidazole and Doxycycline each drug in one kit	
VIII	7	Black	Cap./Tab Doxycycline 100 mg and Tab. Azithromycin 1 gram	Forty two Tablets of Doxycycline and one tablet of Azithromycin in each drug in one kit	

Product code number	Product Name (Generic)	Pharmacopia standards	Strength	Dosage form	Number of generic product per each kit	Product description	Please Fill in *Comply/ Not comply*
STI/RTI treatment Kit1 for UD;ARD and Cervicitis, ,PT	Azithromycin	I.P.or Equivalent	1 gm	Tablet	1	Treatment kit 1 for treating UD; ARD; Cervicits, PT. Color of pouch is Grey(25%)	
	Cefixime	I.P.or Equivalent	400 mg	Tablet	1		
STI/RTI treatment Kit2 for Vaginitis	Secnidazole	I.P.or Equivalent	1 gm	Tablet	2	Treatment kit 2 for treating Vaginitis. Color of pouch is Green	
	Fluconazole	I.P.or Equivalent	150 mg	Tablet/ Capsule	1		
STI/RTI drug for GUD (Gentital Ulcer Diseases)	Azithromycin	I.P.or Equivalent	1 gm	Tablet	1	The colour of the pouch is White	
STI/RTI drug for GUD (Gentital Ulcer Diseases)	Benzathine Penicillin	I.P.or Equivalent	2.4 MU	Vial	1	The colour of the pouch is White	
STI/RTI treatment Kit 4 for GUD (Gentital Ulcer Diseases)	Azithromycin	I.P.or Equivalent	1 gm	Tablet	1	Treatment kit 4 for treating GUD. Color of pouch is Blue.	
	Doxycycline	I.P.or Equivalent	100 mg	Capsule/Tablet	30		
STI/RTI treatment Kit 5 for GUD (Gentital Ulcer Diseases)	Acyclovir	I.P.or Equivalent	400 mg	Tablet	21	Treatment kit 5 for treating GUD. Color of pouch is Red.	
STI/RTI treatment Kit 6 for LAP (Lower Abdominal Pain)	Cefixime	I.P.or Equivalent	400 mg	Tablet	1	Treatment kit 6 for treating LAP. Color of pouch is Yellow.	
	Doxycycline	I.P.or Equivalent	100 mg	Capsule/Tablet	28		
	Metronidazole	I.P.or Equivalent	400 mg	Tablet	28		
STI/RTI treatment Kit 7 for IB (Inguinal Bubo)	Azithromycin	I.P.or Equivalent	1 gm	Tablet	1	Treatment kit 7 for treating IB. Color of pouch is Black.	
	Doxycycline	I.P.or Equivalent	100 mg	Capsule/Tablet	42		

TECHNICAL SPECIFICATION – GENERAL

Our Minimum Requirements	**Please Fill in *Comply/ Not comply***
(I) Product and Package Specifications	
1. Product specifications indicate dosage form (e.g. tablet, liquid, injectable, emulsion, suspension etc.) and the drug content (exact number of mg. or percentage v/v with acceptable range).	
2. The products should conform to standards specified in one of the following compendia: Indian Pharmacopoeia the British Pharmacopoeia, the United States Pharmacopoeia, the French VIPAL Pharmacopoeia or the International Pharmacopoeia.	
3. Not only the pharmaceuticals or vaccine items, but also the packaging components (e.g. bottles and closures) should also conform to specifications suitable for use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tamper-proof.	
4. The manufacturer should obtain and submit the approval for packaging the drug kit from concerned drug control authorities.	
5. Pharmaceuticals requiring refrigeration or freezing for stability must specifically indicate storage requirements on labels and containers and be shipped in the special containers to ensure stability in transit from point of shipment to the port of entry.	
6. All products must indicate the dates of manufacture and expiry.	
7. All products must arrive at the consignee point with a remaining shelf life of at least five-sixths (5/6ths) of the total stipulated shelf life at the time of manufacture.	
8. Shelf life of various Drugs would be as follows : i) Azithromycin : shelf life should not be less than 36 months from the date of manufacture. ii) Cefixime : shelf life should not be less than 36 months from the date of manufacture. iii) Acyclovir : shelf life should not be less than 36 months from the date of manufacture. iv) Doxycycline : shelf life should not be less than 36 months from the date of manufacture. v) Fluconazole : shelf life should not be less than 36 months from the date of manufacture. vi) Secnidazole : shelf life should not be less than 36 months from the date of manufacture. vii) Metronidazole : shelf life should not be less than 36 months from the date of manufacture. viii) Benzathine Penicillin: shelf life should not be less than 36 months from the date of manufacture. ix) Distilled Water or Water for Injection: shelf life should not be less than 36 months from the date of manufacture.	
(II) Labelling Instructions	
1. The label for each pharmaceutical and vaccine products shall meet the WHO GMP standard and include: i) the INN or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or	

Our Minimum Requirements	**Please Fill in *Comply/ Not comply***
larger than the generic name; ii) the active ingredient "per unit dose, tablet or capsule, etc.; iii) the applicable pharmacopoeia standard; iv) content per pack; v) special storage requirements; vi) batch number; and vii) date of manufacture and date of expiry. vii) colour coding as mentioned in schedule of requirement	
2. The outer case or carton should also display the above information	
(III) Case Identification	
1. All cases should prominently indicate the following: (a) Purchaser's line and code numbers (b) the generic name of the product, if any (c) date of manufacture and expiry (in clear language not code) (d) batch number (e) quantity per case (f) special instructions for storage (g) name and address of manufacture with license number (h) any additional cautionary statements	
2. No case should contain Kits from more than one batch	
(IV) General Requirements for Standards and Quality Assurance Requirements:	
All products must Conform to specifications, meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin and must undergo strict raw material inspection, in process checks, appropriate material handling to eliminate cross contamination (of molecules) and final product testing to ensure quality and consistency of the products. With each consignment, a certificate of quality assurance test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit and other tests as applicable to the product being supplied must be provided.	

THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS

YES NO

ANY DEVIATION MUST BE LISTED BELOW:

.....

PART C

SPECIAL INSTRUCTIONS

Sl.	*Our Requirements*	Your Offer (Please fill-in)
	SPECIAL INSTRUCTIONS	***"Comply"/ "Not comply"***
1.	Each Kit, inner carton and nested cartons to have the following words printed DIAGONALLY ACROSS THE LABLE in red ink with bold letters. "GOVERNMENT OF INDIA-NACO SUPPLY - NOT FOR SALE" The supplier should also ensure marking of unique number on each Kit, inner carton and nested cartons	
2.	Life of the product, indicating the date of manufacture and date of expiry should be printed as per Drugs & Cosmetics Act-India	
3.	Equivalency of Standards & Codes Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the Product to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable	
4.	Packing (Clause 10 of GCC) Add as clause 10.3 of the GCC the following – Packing Instruction: The supplier will have to make unit packing for each Kit. Each unit package will be marked on three sides with proper paint/indelible ink, the following ; i) Project : National HIV/AIDS Control Programme ii) RITES Purchase Order No. : iii) Country of origin of Goods : iv) Supplier's Name and : v) Packing list reference number :	
5.	Each outer packing containing the unit packing should have the following label printed in bold letters in large size. i) Purchaser's Name : National AIDS Control Organization Ministry Of Health & Family Welfare, Govt. of India, through .RITES Ltd. ii) Project: National HIV/AIDS Control Programme iii) RITES Purchase Order No : iv) Country of origin of Goods: v) Supplier's Name:	

PART D

SPECIFICATION OF PACKAGING MATERIAL

Our Minimum Requirements	**Please Fill in *Comply/ Not comply***
9.4.1 General Specifications: (i) The blister is TROPICIALIZED with moisture barrier properties for drug stability under field condition. (ii) Quality Assurance is according to Norm ISO 9001/EN 2901 of alu-foil. (iii) Standard Coloured BCP's. (iv) Spacing between tablets allowing removal by patients with finger deformities. (v) Complete with self-adhesive patient labels. (vi) Outside kit label with health worker instructions, if any, colour coded (vii) Perforation and folding lines, to allow packet use. (viii) The pharmaceuticals under Product Codes 1,2, 3, 4, 5, 6 & 7 will be supplied as blister pack separately for each pharmaceutical product and duly packed in pre specified laminated colour coded kits which thereafter would be packed in millboard/grey board boxes, 20 kits per box. These millboard/grey board boxes would be put in 5-ply respective shippers for dispatch. The kit No.3 containing pharmaceuticals (a tablet and an injection) under Product Code 7 will have separately Schedule 1 and Schedule 5 in same colour coded kit.	
9.4.2 Complex Constructions with PVC Films Rigid PVC film thermo formable XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX Polyethylene XXXXXXXXXXXXXXXX Polyvinylidenechloride compound with particularly high water vapour barrier	

TECHNICAL DATA FOR THE STANDARD COMPLEXES

Our Minimum Requirements	**Please Fill in *Comply/ Not comply***
Complex: Rigid PVC film gauge (microns) 200 PE coating (microns) 25 PVDC coating (gsm) 60 Total weight (gsm) 356 Complex gauge (mm) 0.280	
Water Vapour Transmission Rate (W V T R): **Thermoformed:** 20oC, 85% r.h., gsm/24 h 0.15 38oC, 90% r.h., gsm/24 h 0.7 **Not thermoformed:** 20oC, 85% r.h., gsm/24 h 0.06 38oC, 90% r.h., gsm/24 h 0.4 **Shrinkage longitudinally** T = 140oC, t = 20 min. (%) 5 – 6 Application temperature (C) 68 – 74 r.h. = relative humidity	
9.4.3 Packing Specifications **9.4.3.1 STI/RTI kit 1:** **(a) Blister packed drug** PVC Film: Transparent, food grade, blister forming PVC film as specified in *9.4.2* Aluminum Foil: 0.025 mm, VMCH coated Aluminum foil printed as per approved artwork. **(b) One Laminated kit will be required (either solely or as an adjuvant with other essential drugs but kept separately) for each category of STI/RTI** treatment as specified in the schedule of requirement. The kit will be in Grey (25%) colour and labeled as per details given under *para9.4.5.1 – labels.* Laminated material Glassine paper (40 gm)/Aluminum (9um)/Poly (150 gauge)	

Our Minimum Requirements	**Please Fill in *Comply/ Not comply***
Type of kit Gusseted Each Kit will contain 1 Tablet each of Azithromycin and Cefixime separately each in its own blister pack, for use by one patient **(c) Millboard/ Grey board** Board: at least 3 mm corrugated card board is to be used, surrounded on inside and outside by tightly affix millboard of at least 400 gsm. Style of: Top and bottom tuck-in-flap type. The millboard box should be labeled in grey as given under para 9.4.5.1 - Labels Each Millboard box contains 20 colour coded kits **(d) 5-ply shipper** Each shipper will contain 20 millboard/greyboard boxes and in Grey (25%) Colour labeled as per details given under *para 9.4.5.3. – Labels*. Description: RSC (Universal) type, 5-ply corrugated box made in narrow flute from (150)5 gsm, virgin quality 'A' grade Kraft paper.	
9.4.3.2 STI/RTI kit 2: **(a) Blister packed drugs** PVC Film:Transparent, food grade, blister forming PVC film as specified in 9.4.2 Aluminum Foil: 0.025 mm, VMCH coated Aluminum foil printed as per approved artwork. **(b) One Laminated kit will be required (either solely or as an adjuvant with other essential drugs but kept separately) for each category of STI/RTI** treatment as specified in the schedule of requirement. The kit will be in Green colour as per details given under para *9.4.4.2. – Labels*. Laminated material Glassine paper (40 gm)/Aluminum (9um)/Poly (150 gauge) Type of kit Gusseted **Each kit will contain two Tablets of Secnidazole 1 gm each and one Tablet/Capsule of Fluconazole 150 mg for single usage for one patient** **(c) Millboard/ Grey board:** Board: at least 3 mm corrugated card board is to be used, surrounded on inside and outside by tightly affix millboard of at least 400 gsm. Style of kit: Top and bottom tuck-in-flap type. The millboard box should be labeled in green coloured labels as given	

Our Minimum Requirements	**Please Fill in *Comply/ Not comply***
under para 9.4.5.1 - Labels Each Millboard box contains 20 colour coded kits **(d) 5-ply shipper** Each shipper will contain 20 boxes made of - millboard/greyboard boxes and in labeled in Green Colour as per details given under para 9.4.5.3. – Labels. Description: RSC (Universal) type, 5-ply corrugated box made in narrow flute from (150)5 gsm, virgin quality 'A' grade Kraft paper.	
9.4.3.4 STI/RTI kit 4: **(a) Blister packed drugs** PVC Film: Transparent, food grade, blister forming PVC film as specified in 9.4.2 Aluminum Foil: 0.025 mm, VMCH coated coloured Aluminum foil printed as per approved artwork. **(b) One Laminated kit will be required (either solely or as an adjuvant with other essential drugs) for each category of STI/RTI** treatment as specified in the schedule of requirement. The kit will be in Blue colour and labeled as per details given under *para9.4.5.1 – labels*. Laminated material Glassine paper (40 gm)/Aluminum (9um)/Poly (150 gauge) Type of kit Gusseted Each kit will contain one Tablet Azithromycin 1 gm in blister pack and thirty Tablets Doxycycline 100 mg in blister pack, kept separately in the kit for usage by one patient **(c) Millboard/ Grey board box** Board: , at least 3 mm corrugated card board is to be used, surrounded on inside and outside by tightly affix millboard of at least 400 gsm. Boxes will be labeled with blue labels as per details given under *para 9.4.5.3. – Labels*. Style of kit: Top and bottom tuck-in-flap type. Each millboard box contains 20 kits and labeled in Blue colour as given under para 9.4.5.1 ***– Labels.*** **(d) 5-ply shipper** Each shipper will contain 20 millboard/greyboard boxes and withBlue Colour with labels as per details given under para9.4.5.3 – Labels. Description: RSC (Universal) type, 5-ply corrugated box made in narrow flute from (150)5 gsm, virgin quality 'A' grade Kraft paper.	

Our Minimum Requirements	**Please Fill in *Comply/ Not comply***
9.4.3.5 STI/RTI kit 5: **(a) Blister pack** PVC Film: Transparent, food grade, blister forming PVC film as specified in 9.4.2 Aluminum Foil: 0.025 mm, VMCH coated Aluminum foil printed as per approved artwork. **(b) One Laminated kit will be required for STI/RTI** treatment as specified in the schedule of requirement. The kit will be in Red colour and labeled as per details given under *para* 9.4.5.1 *– labels*. Laminated material Glassine paper (40 gm)/Aluminum (9um)/Poly (150 gauge) Type of kit Gusseted Each kit will contain twenty one Tablets Acyclovir 400 mg for usage by one patient. **(c) Millboard/ Grey board** as given under para 9.4.5.1 **– *Labels.*** Board: at least 3 mm corrugated card board is to be used, surrounded on inside and outside by tightly affix millboard of at least 400 gsm. Style of kit: Top and bottom tuck-in-flap type. Each Red labelled millboard box contains 20 kits and labelled as given under para 9.4.5.1 **– *Labels.*** (d) **5-ply shipper** Each shipper will contain 20 millboard/greyboard boxes in and labeled in Red colour as per details given under para 9.4.5.3 – Labels. Description: RSC (Universal) type, 5-ply corrugated box made in narrow flute from (150)5 gsm, virgin quality 'A' grade Kraft paper.	
9.4.3. 6 STI/RTI kit 6: **(a) Blister packed drugs** PVC Film: Transparent, food grade, blister forming PVC film as specified in 9.4.2 Aluminum Foil: 0.025 mm, VMCH coated Aluminum foil printed as per approved artwork. **(b) One Laminated kit will be required (either solely or as an adjuvant**	

Our Minimum Requirements	**Please Fill in *Comply/ Not comply***
with other essential drugs) for each category of STI/RTI treatment as specified in the schedule of requirement. The kit will be in Yellow colour and labelled as per details given under *para 9.4.5.1 – labels*. Laminated material Glassine paper (40 gm)/Aluminum (9um)/Poly (150 gauge) Type of kit Gusseted Each kit will contain one Tablet Azithromycin 1 gm, twenty eight Tablets each of Doxycycline 100 mg and Metronidazole 400 mg, all in their own blister pack, and kept separately for usage by one patient. **(c) Millboard/ Grey board** Board: at least 3 mm corrugated card board is to be used, surrounded on inside and outside by tightly affix millboard of at least 400 gsm. Style of kit: Top and bottom tuck-in-flap type. Each box contains 20 kits and labelled in yellow colour as given under para 9.4.5.1 ***– Labels.*** **(d) 5-ply shipper** Each shipper will contain 20 millboard/grey board boxes and labeled in yellow colour as per details given under para 9.4.5.3 – Labels. Description: RSC (Universal) type, 5-ply corrugated box made in narrow flute from (150)5 gsm, virgin quality 'A' grade Kraft paper.	
9.4.3. 7 STI/RTI kit 7: (**a) Blister packed drugs** PVC Film: Transparent, food grade, blister forming PVC film as specified in 9.4.2 Aluminum Foil: 0.025 mm, VMCH coated Aluminum foil printed as per approved artwork. **(b) One Laminated kit will be required (either solely or as an adjuvant with other essential drugs) for each category of STI/RTI** treatment as specified in the schedule of requirement. The kit will be in Black colour and labeled as per details given under *para 9.4.4.6 – labels*. Laminated material Glassine paper (40 gm)/Aluminum (9um)/Poly (150 gauge) Type of kit Gusseted Each kit will contain one Tablet Azithromycin 1 gm and forty two Tablets Doxycycline 100 mg for usage by one patient **(c) Millboard/ Grey board** in Black colour	

Our Minimum Requirements	**Please Fill in *Comply/ Not comply***
labeled as given under para *9.4.5.2* **– *Labels.*** Board: at least 3 mm corrugated card board is to be used, surrounded on inside and outside by tightly affix millboard of at least 400 gsm. Style of kit: Top and bottom tuck-in-flap type. Each Black coloured millboard box contains 20 kits and labelled as given under para 9.4.5.1 **– *Labels.*** **(d) 5-ply shipper in Black colour** Each shipper will contain 20 millboard/greyboard boxes and labelled as per details given under *para 9.4.5.3 – Labels*. Description: RSC (Universal) type, 5-ply corrugated box made in narrow flute from (150)5 gsm, virgin quality 'A' grade Kraft paper.	

9.4.5 Label Text for Laminated kit, Millboard Boxes and 5-Ply Shippers

9.4.5.1 LAMINATED KIT

KIT 1
Azithromycin 1 gm &
Cefixime 400 mg
For
Urethral discharge, Ano-rectal discharge, Cervicits Syndromes and Asymptomatic infection Management
Manufactured in India by
IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT RTI/STI CLINICS

KIT 2
Secnidazole 2 gm &
Flucanonazole 150 mg
For
Vaginal discharge SYNDROME
Manufactured in India by
IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT RTI/STI CLINICS

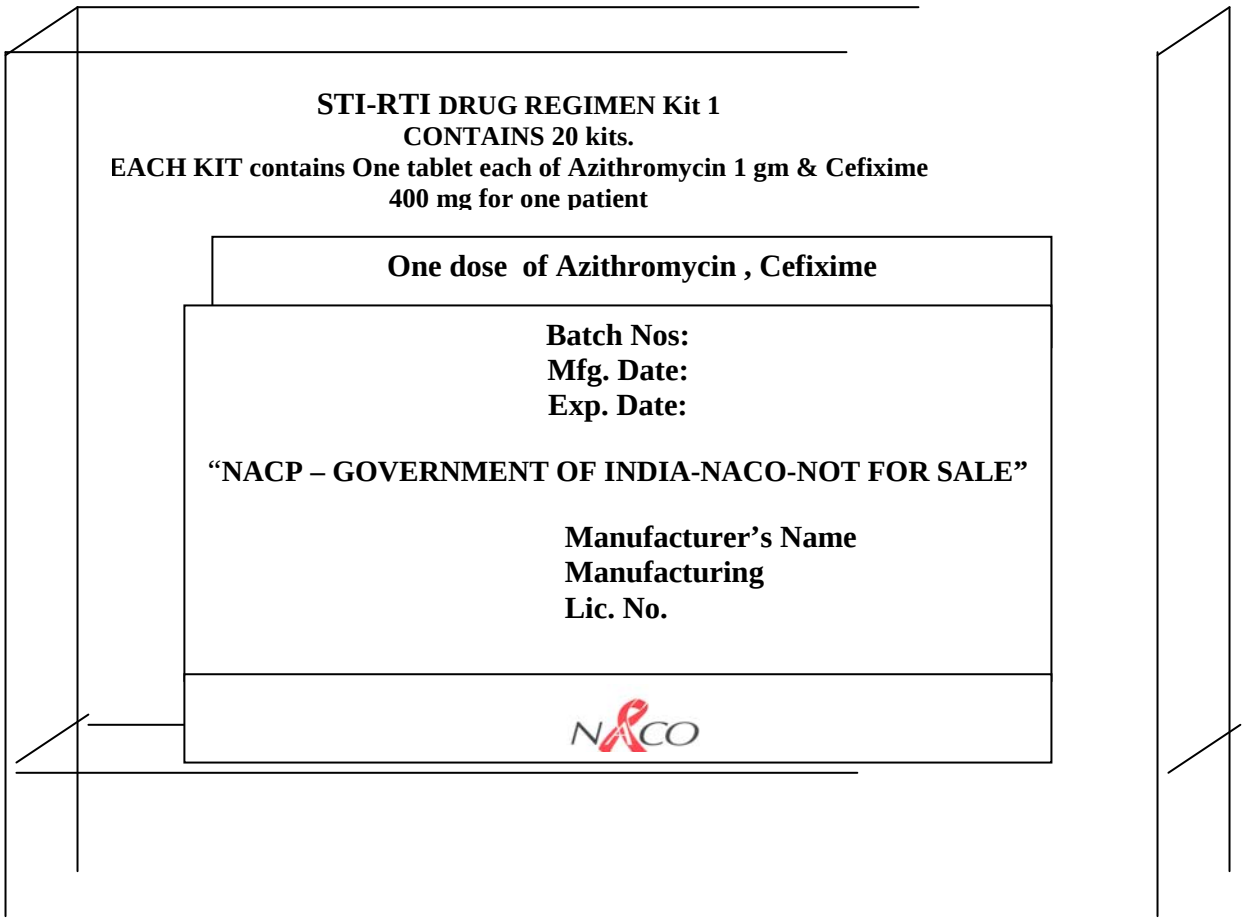
KIT 4
Doxycycline 100 mg +
Azithromycin 1 gm
For
GENITAL ULCER DISEASE – Non-HERPETIC SYNDROME
Manufactured in India by
IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT RTI/STI CLINICS

KIT 5
ACYCLOVIR 400 MG
For
GENITAL ULCER DISEASE – HERPETIC (GUD-HERPETIC) SYNDROMEactu
Manufactured in India byd in India
IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT RTI/STI CLINICS

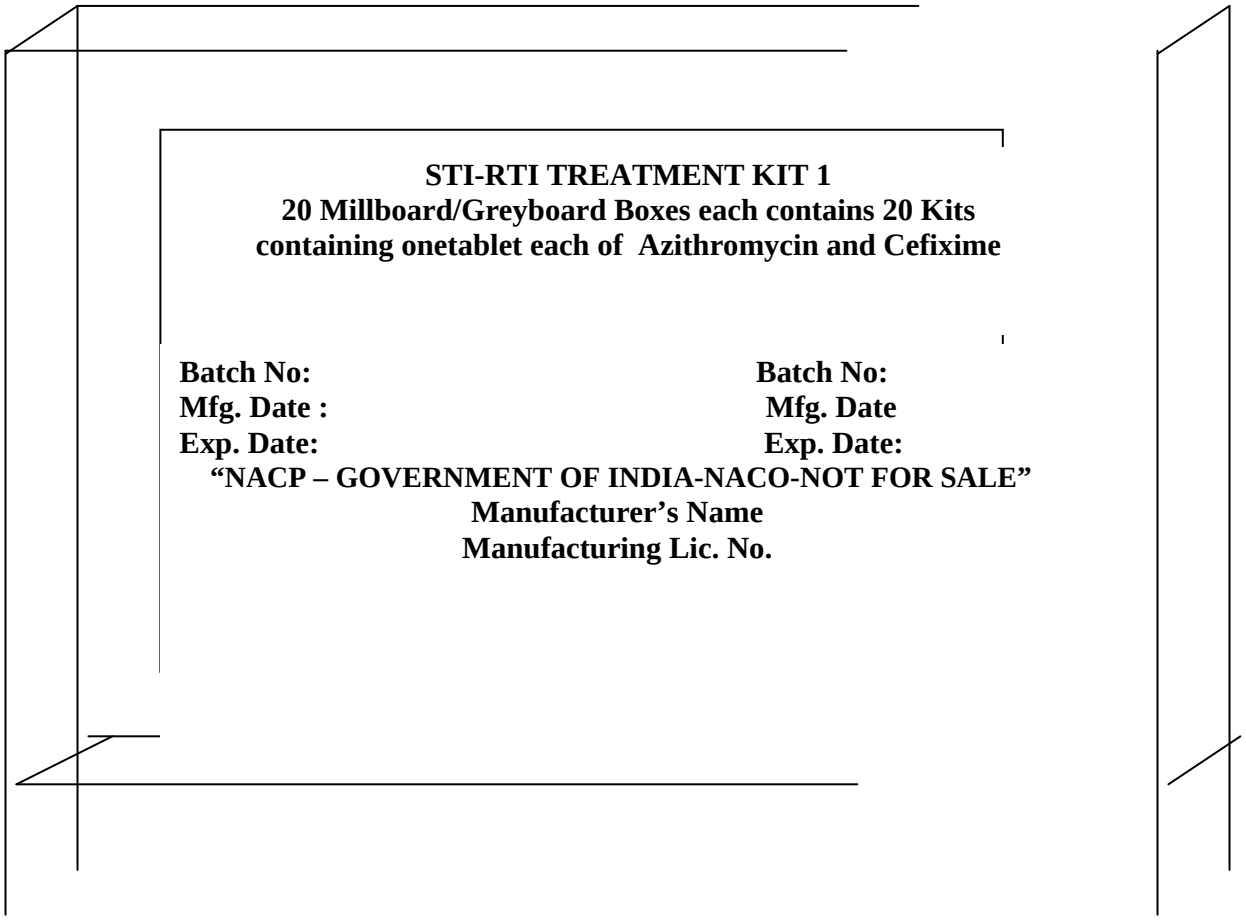
KIT 6
Cefixime 400 mg single dose &
Metronidazole 400 mg BID for 14 days & +
Doxycycline 100 mg BID for 14 days
For
Lower abdominal pain SYNDROME
Manufactured in India by
IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT RTI/STI CLINICS

KIT 7
Doxycycline 100 mg BID for 21 days &
Azithromycin 1 gm single dose
For
Inguinal Bubo SYNDROME
Manufactured in India by
IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT RTI/STI CLINICS

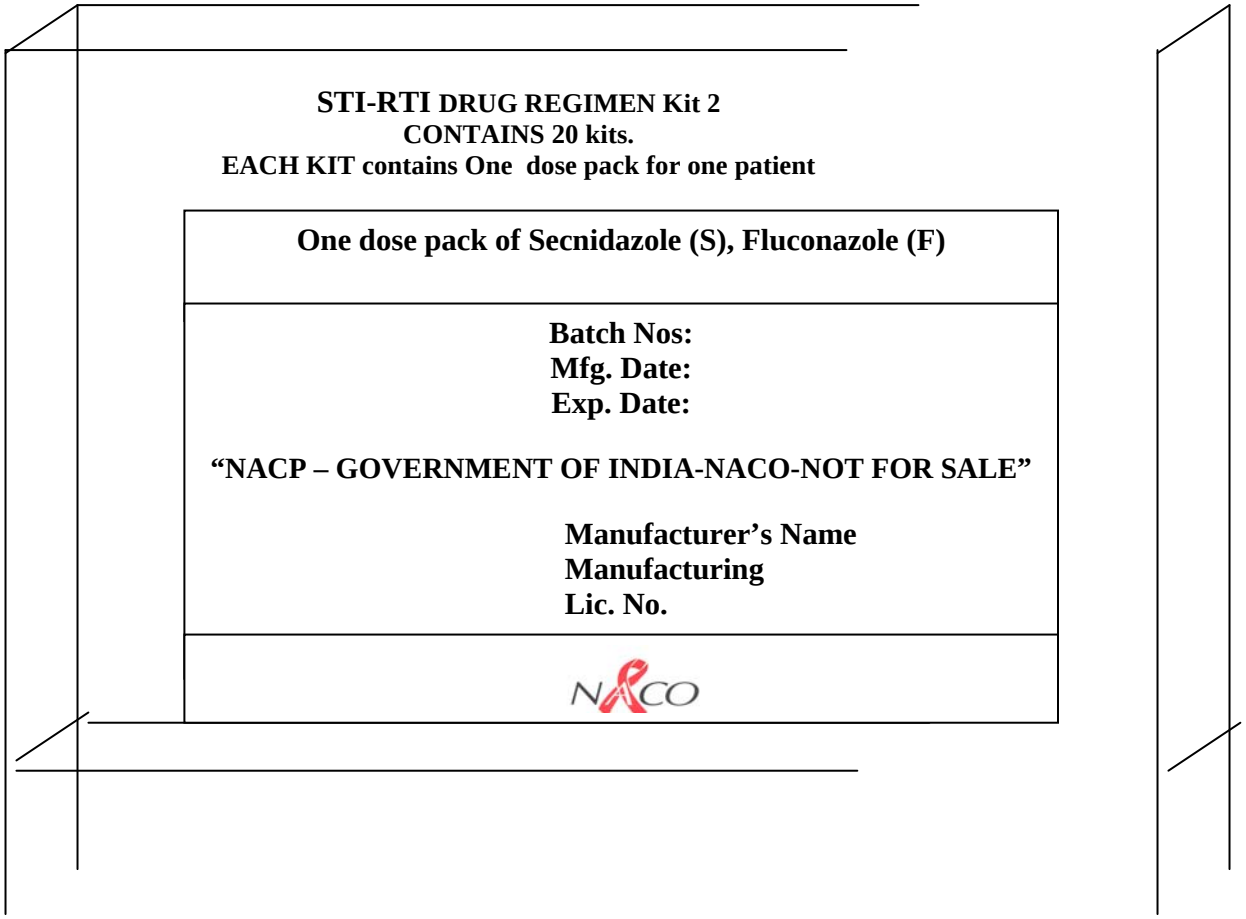
9.4. 5.2 MILLBOARD/GREYBOARD BOX *for Kit 1*



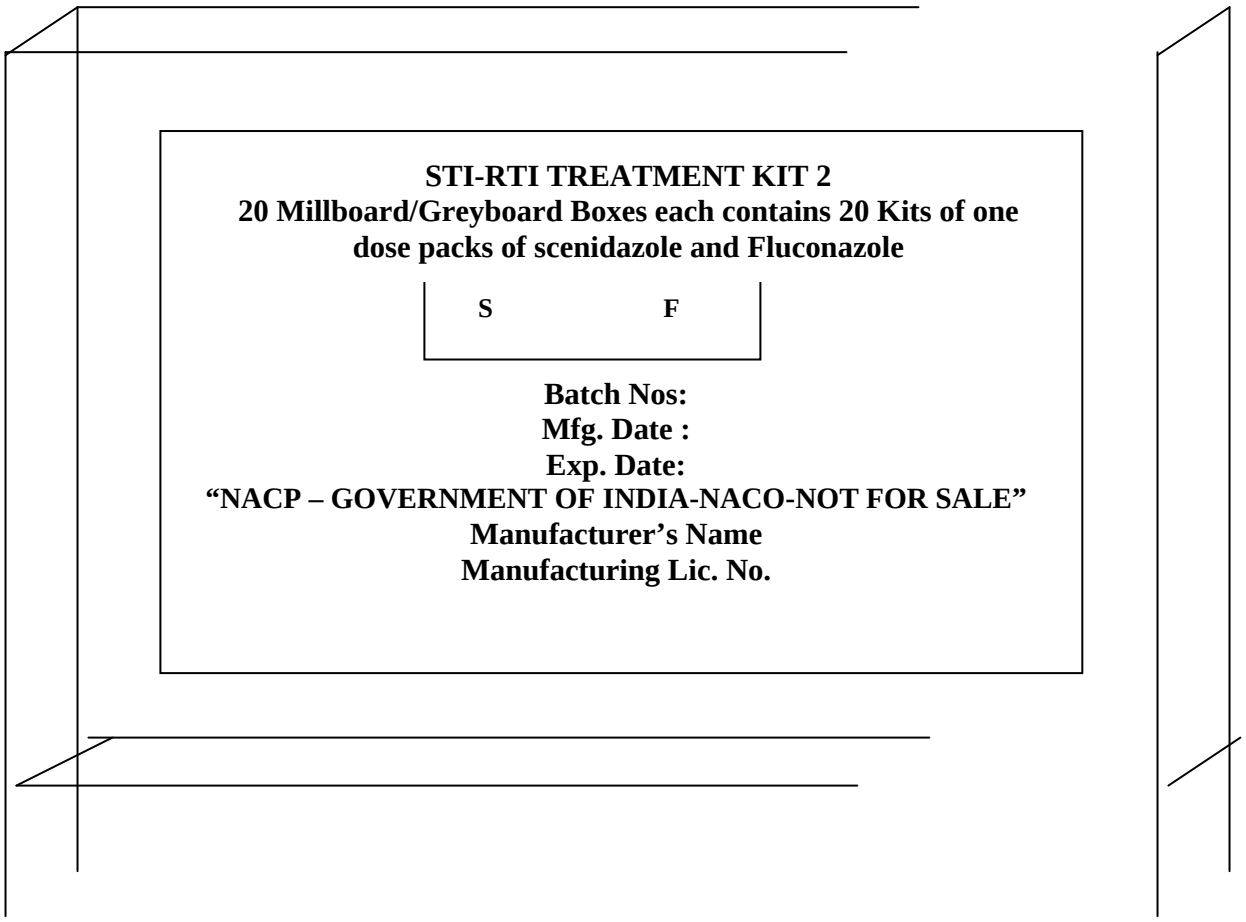
9.4.5.3 – PLY SHIPPER *for Kit 1*



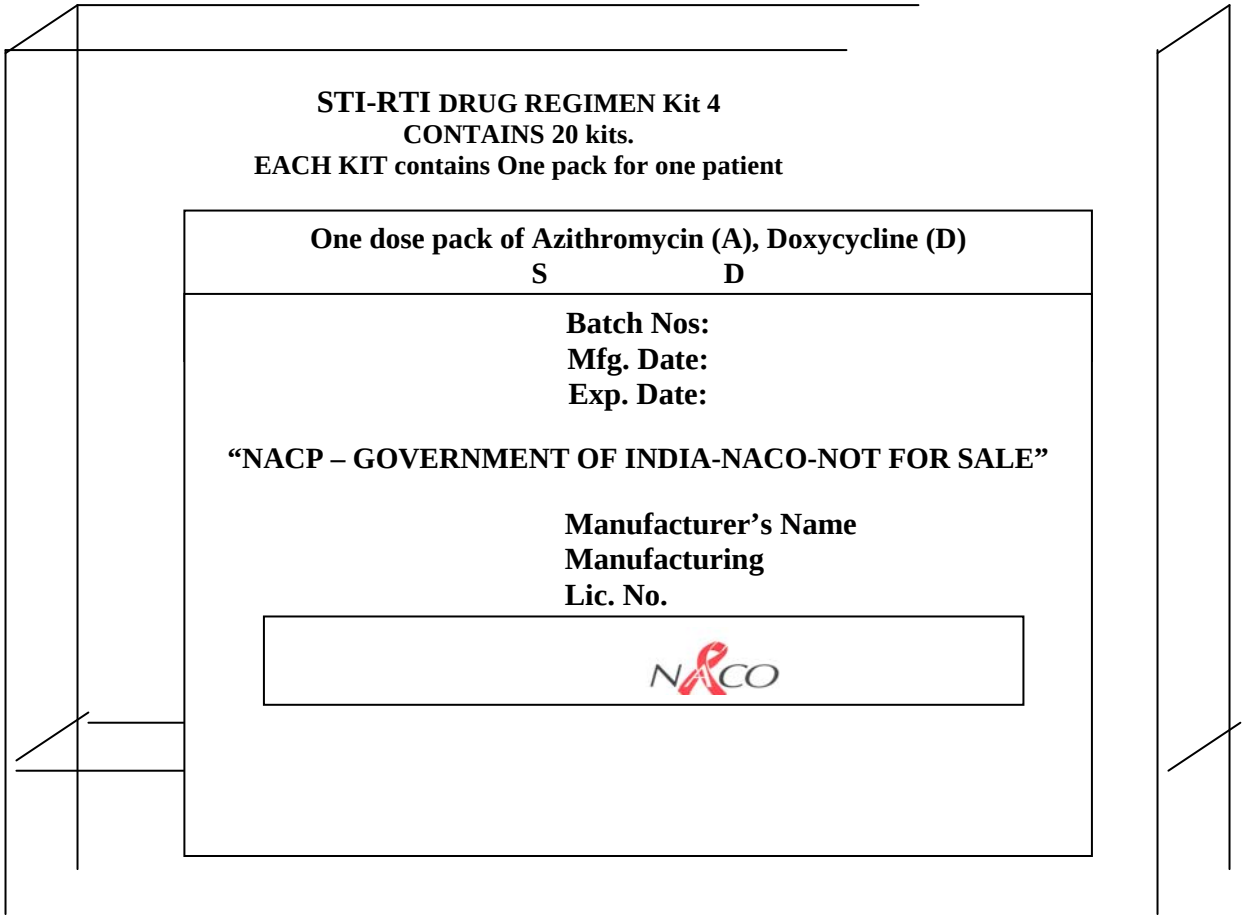
9.4. 5.2 MILLBOARD/GREYBOARD BOX *for Kit 2*



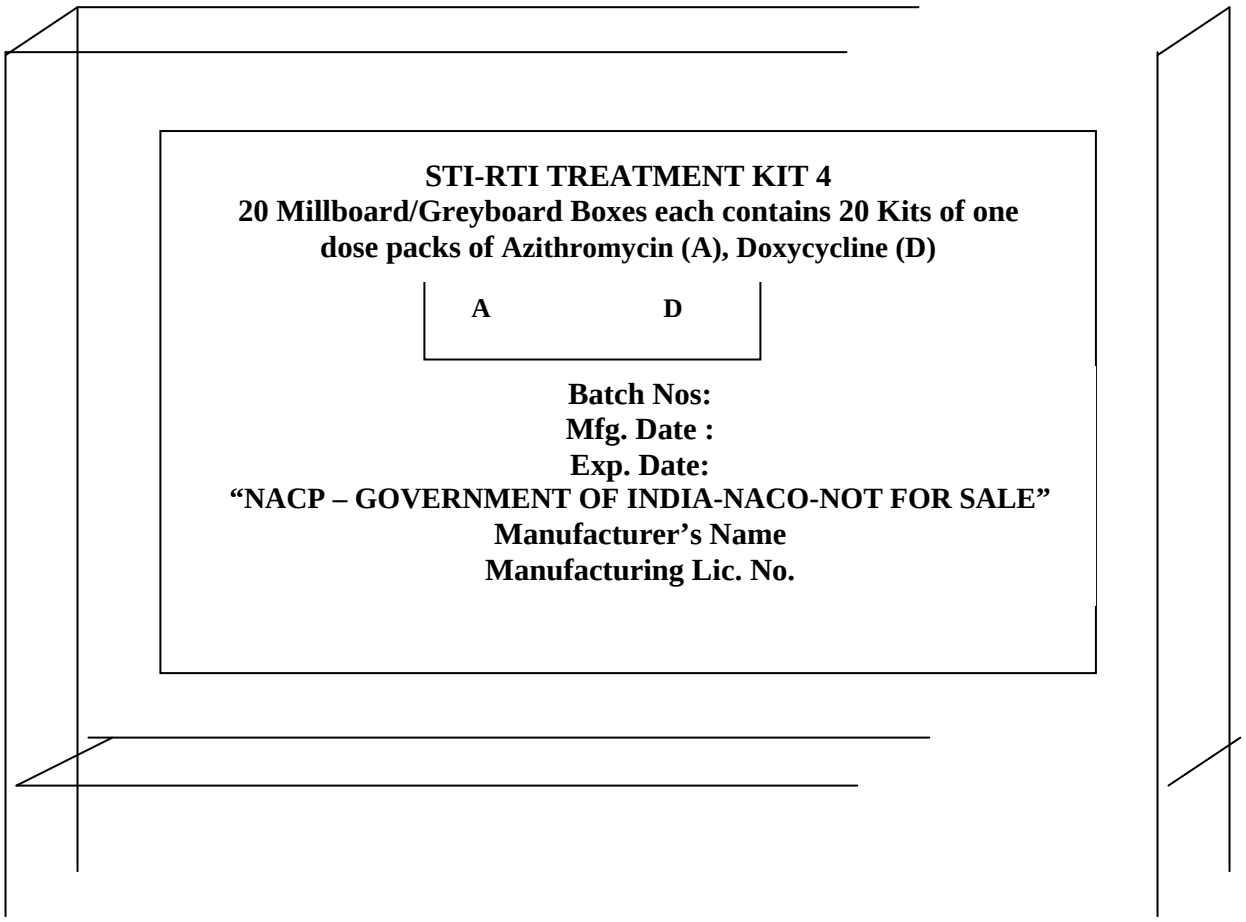
9.4.5.3 – PLY SHIPPER *for Kit 2*



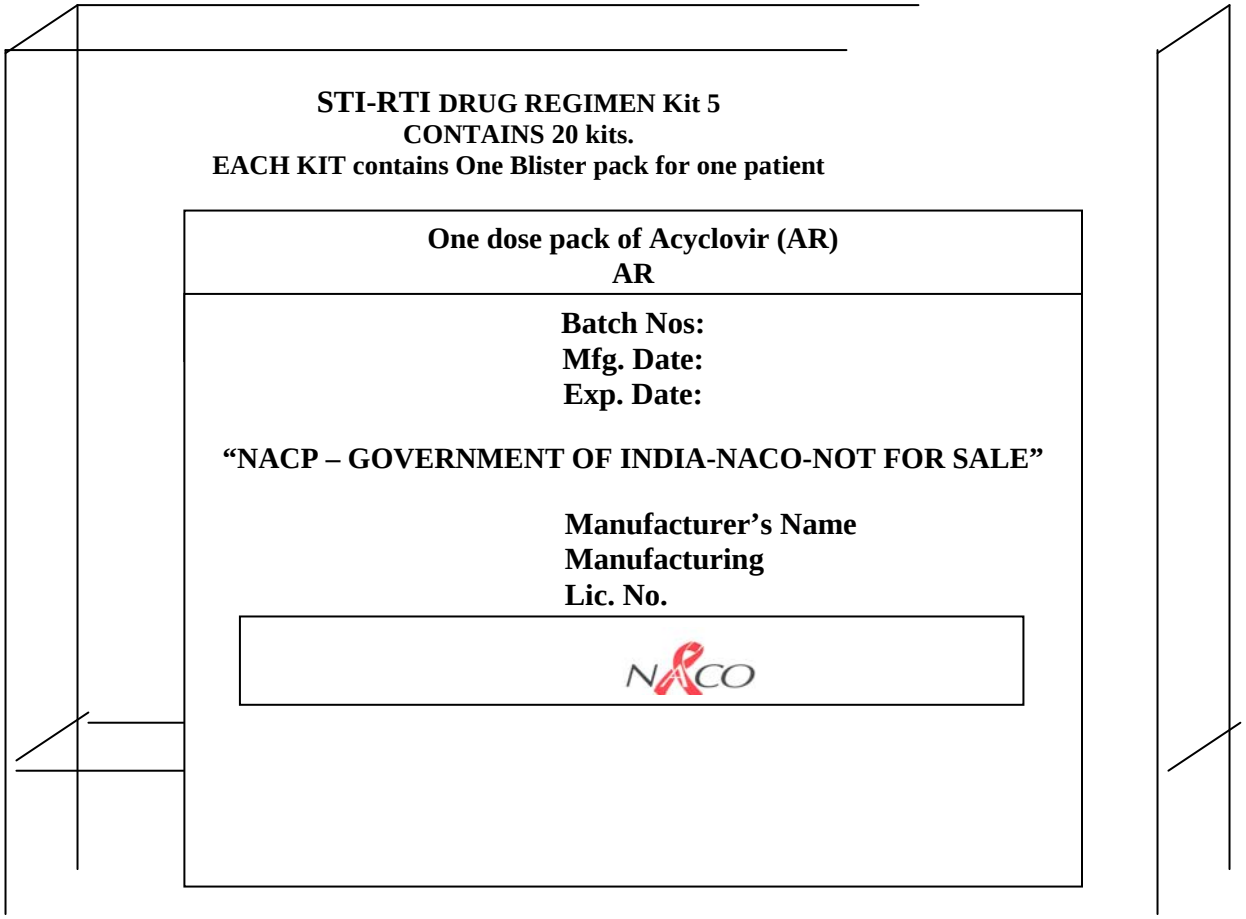
9.4. 5.2 MILLBOARD/GREYBOARD BOX *for Kit 4*



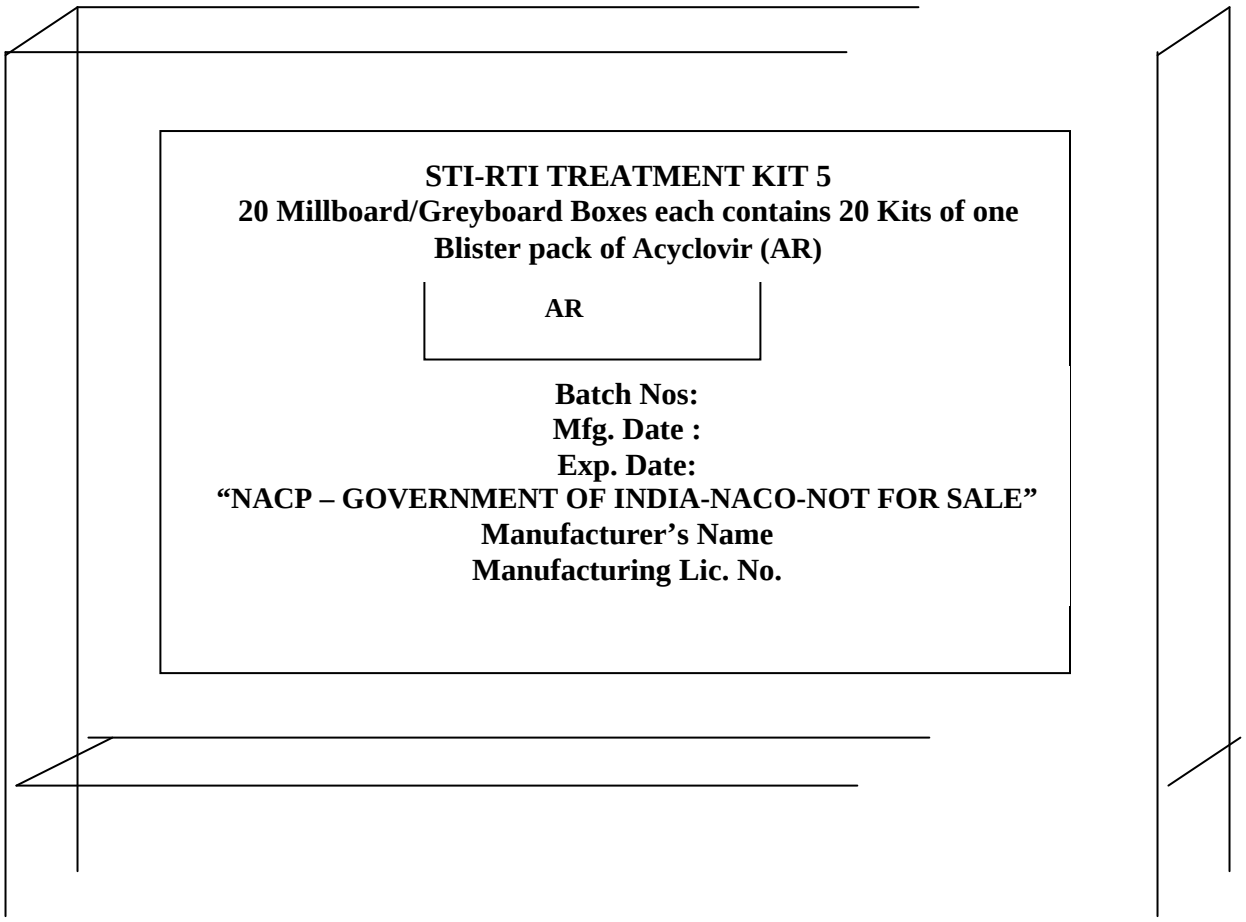
9.4.5.3 – PLY SHIPPER *for Kit 4*



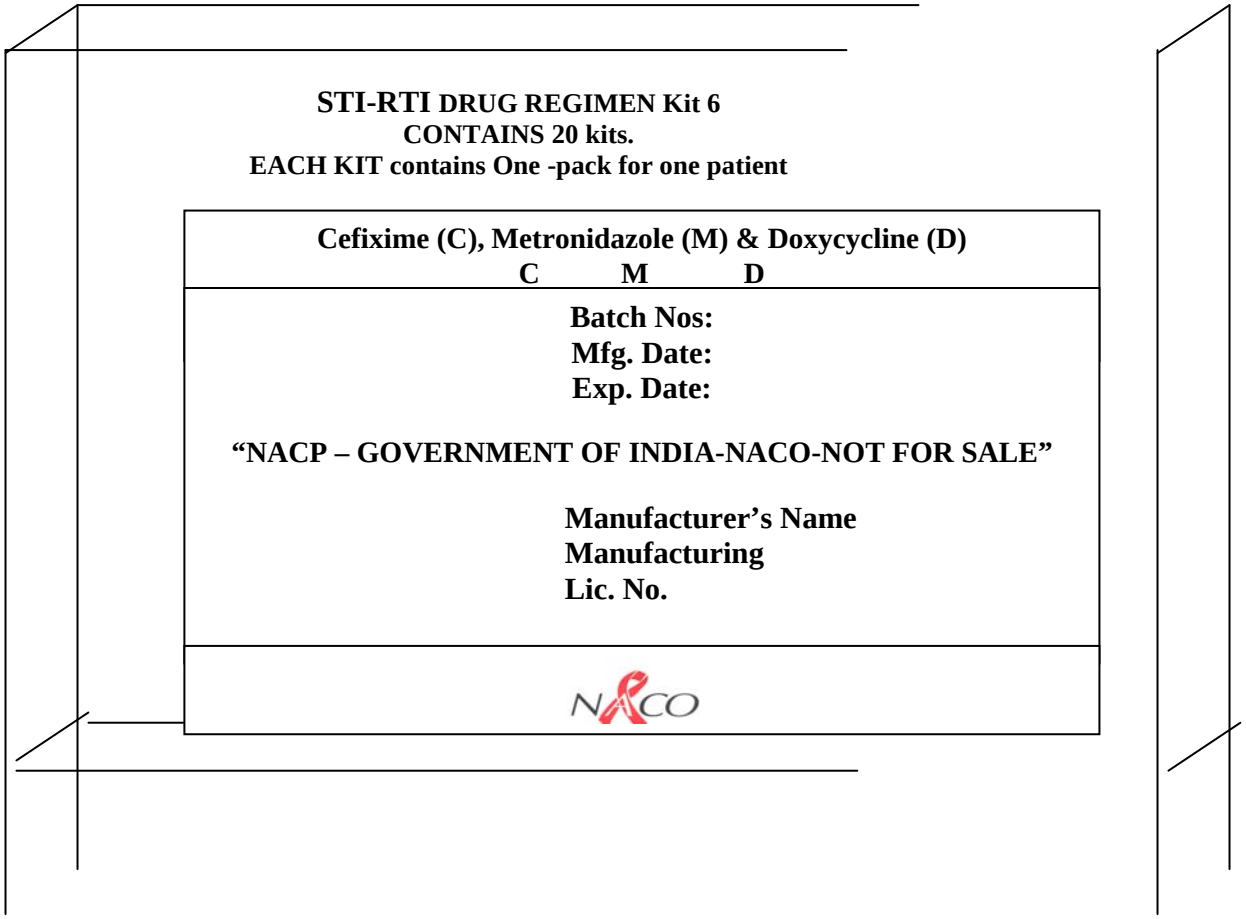
9.4. 5.2 MILLBOARD/GREYBOARD BOX *for Kit 5*



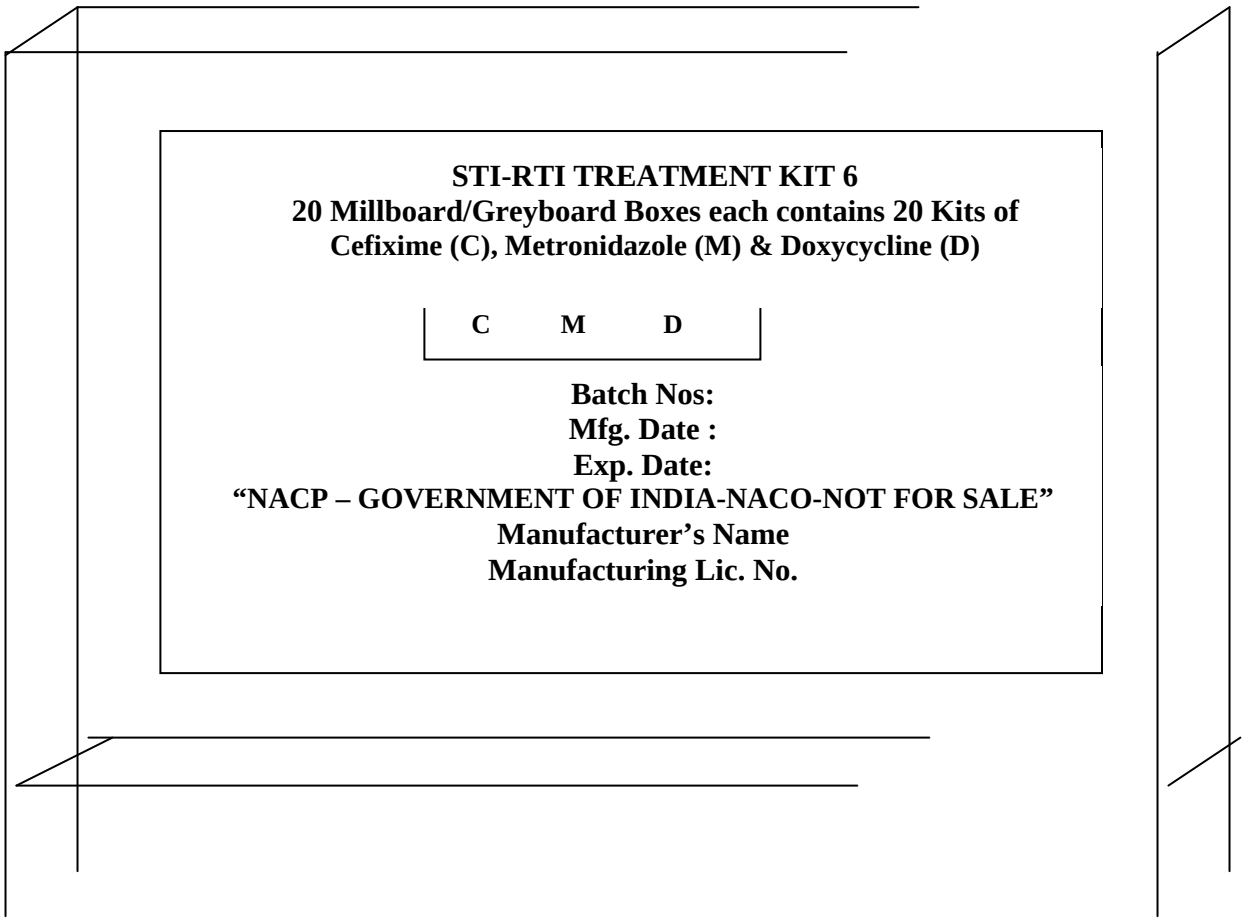
9.4.5.3 – PLY SHIPPER *for Kit 5*



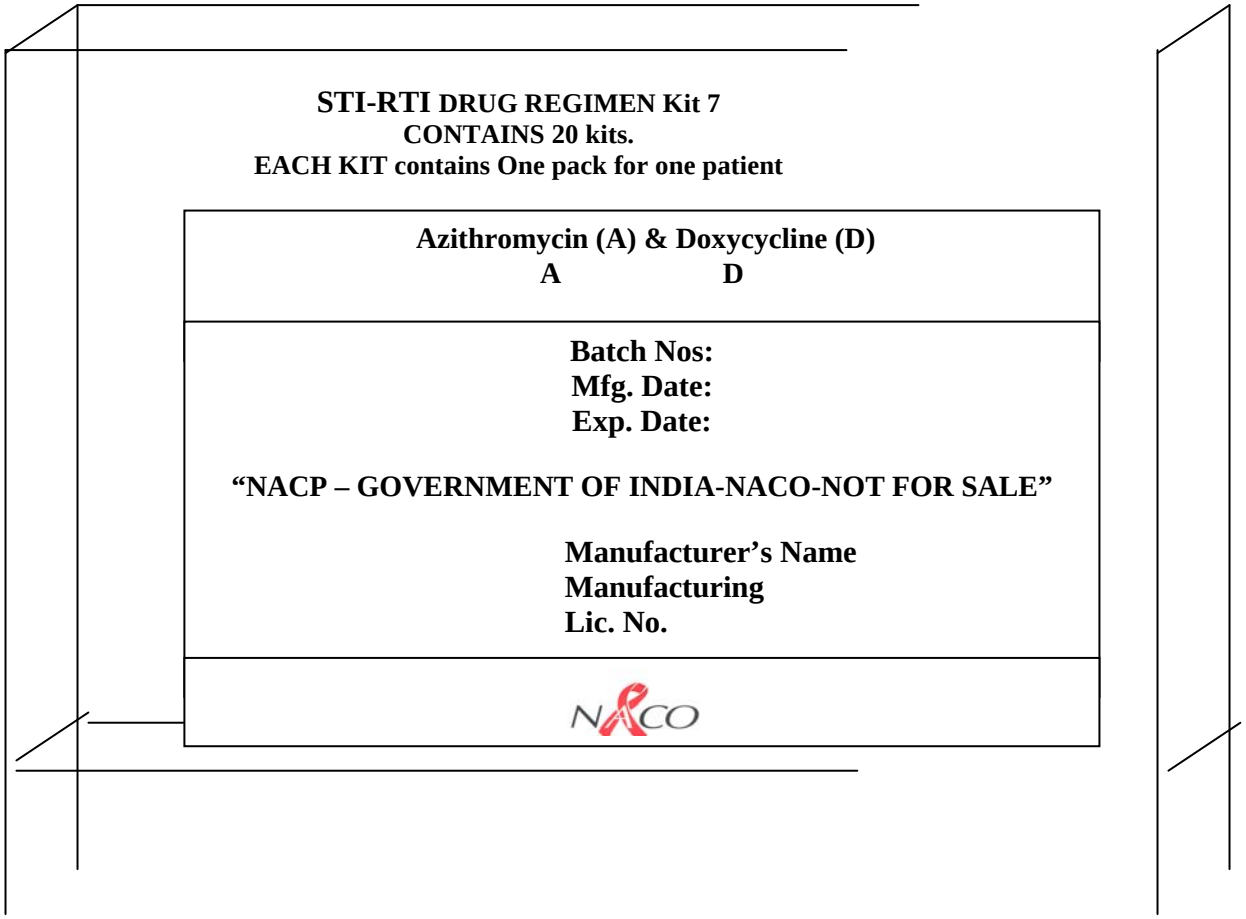
9.4. 5.2 MILLBOARD/GREYBOARD BOX *for Kit 6*



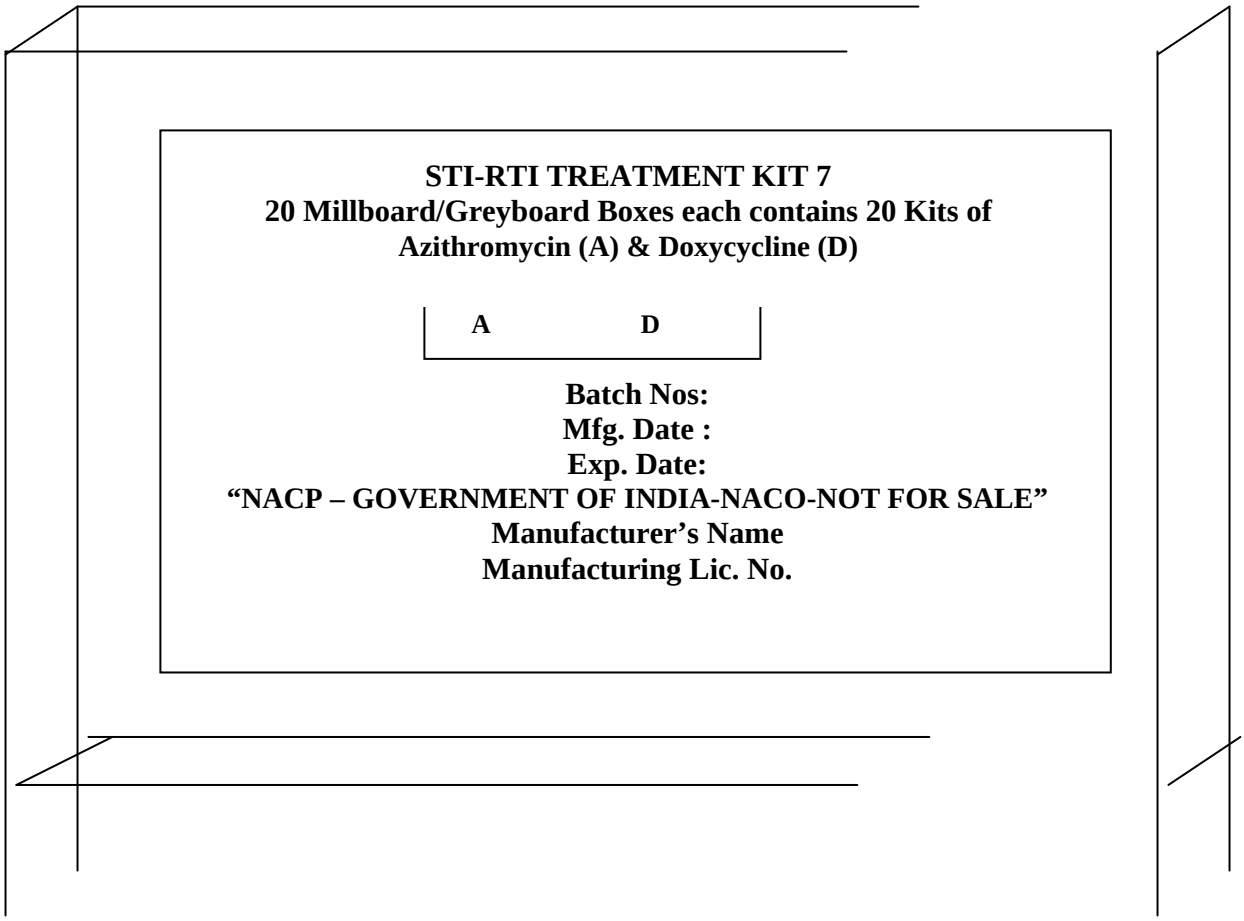
9.4.5.3 – PLY SHIPPER *for Kit 6*



9.4. 5.2 MILLBOARD/GREYBOARD BOX *for Kit 7*



9.5.3 – PLY SHIPPER *for Kit 7*



9.4.6 Dimensions of Logo

Laminated Pouch

Mill / Grey Board

3.5 x 3 cm

5 – Ply Shipper

5.5 x 4.7 cm

PART E

Inspection & Tests

Sl.	*Our Requirements*	Your Offer (Please fill-in)
	Inspection & Tests	***"Comply"/ "Not comply"***
	The following inspection procedures and tests are required by the Purchaser.	
a.	The supplier should supply two sets of samples of required quantity **free of cost** from each batch for random evaluation at the identified laboratories for pre-dispatch lot verification. Protocol of each batch is to be attached	
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.	After receipt, the consignee shall have the right to draw samples at random from the consignment 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 F

Bar coding requirements for all medical supplies

Our Requirements	**Your Offer (Please fill-in)**
Bar coding requirements for all medical supplies	***"Comply"/ "Not comply"***
Section A) Primary packaging (Item level and monocarton level) At individual item level (strip of 10 tablets, syrup bottle, injections, vials etc) and/ or on its monocarton (wherever applicable), are required to have a pre printed barcode on its product packaging using either of the barcode symbologies mentioned below: a) GS1 linear barcode symbology (EAN-13/UPC-A/EAN-8) to encode GTIN (Global Trade Identification Number) within the barcode. or b) GSI Data Matrix symbology to encode 14 digits product code (GTIN14) within the barcode and using (01) application identifier (to be used where ptinting space is extremely limited). Examples of the same are reproduced at Annexure 'A'. All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.	
Section B) Secondary level Packaging (Intermediate packaging) At secondary level packaging (e.g. box of 10 strips containing 10 tabs each, pack of 10 vials, pack of 10 injections etc), barcode encoding following information to be stickered or preprinted on secondary packaging: 1) Product identification Code (GTIN-14 of secondary pack) using application identifier (01). 2) Expiry date in **YYMMDD** format using application identifier (17) 3) Batch/Lot Number using application identifier (10) GSI-128 barcode symbology to be used to generate the barcode. Examples of the same are reproduced at Annexure 'B'. All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.	
Section C) Tertiary level packaging (Shipper level packaging) At shipper level packaging , a single label containing two barcodes needs to be generated and stickered . The barcodes will encode following information:	

Our Requirements	**Your Offer (Please fill-in)**
Bar coding requirements for all medical supplies	***"Comply"/ "Not comply"***
The first barcode will contain the following information: 1) Product Identification Code (GTIN-14 of shipper level pack) using application identifier (01). 2) Expiry Date in **YYMMDD** format using application identifier (17) 3) Batch/Lot Number using application identifier (10) The second barcode will contain the following information: 1) SSCC (Serial Shipping Container Code) using application identifier (00) Examples of the same are reproduced at annexure 'c'. All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.	

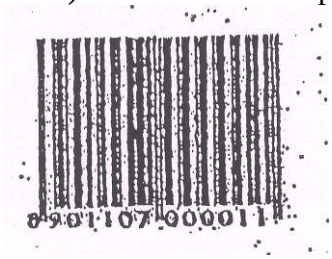
Annexure "A"

Examples of Primary Level Packaging

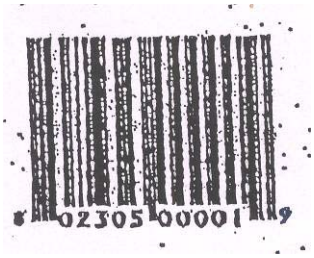
For generation of GSI barcode at primary level packaging either of the mentioned symbologies can be used, following GSI General Specifications.

The following GSI barcode symbologies are available as options :-

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

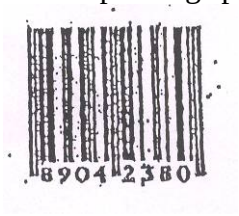


2) The barcode sample for UPC-A barcode symbology encoding GTIN-12



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

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



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

(01)08901107000011

Annexure "B"

Example of Secondary level Packaging

The barcode will encode :

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

SECTION V. SAMPLE FORMS

SAMPLE FORMS

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 as mentioned in e-price schedule** or such other sums as may be determined in accordance with the terms and conditions of the Contract.

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]*

2. Price Schedule

Schedule No:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Item Long Description	Item Short Description	Unit pack size	Quantity offered	Terms and conditions	Per Unit Ex-factory Ex-warehouse Ex-showroom Off-the-shelf Price	Total Ex-factory Ex-warehouse Ex-showroom Off-the-shelf Price	Excise duty/ Custom Duty, if any (In %)	Total Excise duty/ Custom Duty, if any In INR	Sales Tax/ VAT if any (In %)	Total Sales Tax/ VAT if any (In INR)	Other charges including inland transportation, incidental charges etc. Per Unit charges	Total Other charges including inland transportation, incidental charges etc.	Total price	Total price in words	Name of manufacturer	Country of origin
						(a) = 4 x 6		(b)=(a) x 8		(c)=(a + b) x 10		(d)= 4 x 12	(e)=(a+b+c+d)			
				(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.												

Note: This is only a format, columns are NOT to be filled hence Blackened. They are only to show structure. Actual price to be quoted ONLY in the e-price bid.

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 PRICE	DELIVERY TERMS

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

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

in the presence of _____

For and on behalf of the Supplier

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

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

and

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

5. Performance Security Bank Guarantee

(unconditional)

Date: *[insert:* ***date*** *]*
IFB: *[insert:* ***name or number of IFB*** *]*
Contract: *[insert:* ***name or number of 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)	Order No. and Date	Description and quantity of ordered goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Was the supply of pharmaceuticals/ Consumables satisfactory*
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

Countersigned by seal of Charted Accountant_____

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

For supplies within India & for Exports 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 M/s. _____ are authorized to bid, and conclude the contract for the above goods manufactured by us against this specific IFB.

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

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

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

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

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

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

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

No. Date

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

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

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

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

Copy To:

(1) To Supplier

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

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

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

No. Date

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

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

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

Copy To:

(1) To Supplier

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

10. AFFIDAVIT(On Stamp Paper)

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

Name: _____

Address: _____

(Supplier full address)

Witness 1 _____

Address:_____

Witness 2 _____

Address _____

Note:

1. The affidavit is to be submitted on a non judicial stamp paper of Rs 100 /-(Rupee hundred) duly notorised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming 80% payment.

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

1. Name & full address of the Manufacturer:

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

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

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

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

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

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

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

Signature and seal of the Bidder

12. INTEGRITY PACT

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

Preamble

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

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

Section 1 – Commitments of the Purchaser

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

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

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

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

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

Section 2 – Commitments of the Bidder/Supplier

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

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

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

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

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

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

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

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

Section 4- Compensation for Damages

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

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

Section -5 Previous transgression

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

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

Section -6 Equal treatment of all Bidders/Suppliers

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

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

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

Section 7- Criminal charges against violating Bidders/Suppliers

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

Section -8 Independent External Monitor/Monitors

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

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

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

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

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

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

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

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

Section – 9 Pact Duration

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

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

Section 10 Other Provisions

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

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

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

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

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

RITES Ltd.
Agent / Power of Attorney Holder

_____
_____

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

(Office Seal) (Office Seal)

Place:……
Date:…….

Witness 1:

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

Witness 2

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

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13. FORMAT FORM FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/ company who is issuing the Power of Attorney).

We, M/s. _____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorise Mr./Ms._____ (Name and residential address) who is presently employed with us and holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our bid for the work_ _____ (name of work), including signing and submission of application / proposal, participating in the meetings, responding to queries, submission of information / documents and generally to represent us in all the dealings with RITES or any other Government Agency or any person, in connection with the works until culmination of the process of bidding, till the Contract Agreement is entered into with RITES and thereafter till the expiry of the Contract Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(Add in the case of a Consortium/Joint Venture)
Our firm is a Member/Lead Member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 20

(Signature and name of authorized signatory being given Power of Attorney)

(Signature and name in block letters of *All the partners of the firm, * Authorized Signatory for the Company)
(Strike out whichever is not applicable)*
Seal of firm/ Company

Witness 1:	Witness 2:
Name:	Name:
Address:	Address:
Occupation:	Occupation:

Notes:

- In case the Firm / Company is a Member of a Consortium/ JV, the authorized signatory has to be the one employed by the Lead Member.
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

14 CHECK LIST

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

Sl. No.		Activity	Yes/No/ NA	Page No. in the Bid
1	(a)	**Bid Security** for required amount		
	(b)	Bid Security in the form of		
	(i)	*Bank Guarantee as per format in Bidding document*		
	(ii)	*Draft or Banker's cheque issued by Nationalised bank*		
	(c)	Validity Date of Bid Security (**Valid upto45-days beyond the bids validity) as specified in ITB Data Sheet clause18.2**)		
	(d)	Amendment in Bid Security (if any)		
2		**The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the correspondent Bank in India.**		
3	(a)	**Bid Form** duly signed		
	(b)	**Power of Attorney** in favour of the signatory		
4		The **manufacturer's authorization** form in Form 7 of Section V		
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 contacts 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		
(g)		**Affidavit on non-judicial stamp paper for Rs 100/- confirming that the performance statement given is correct**		
(h)		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 c**ertified 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, have you indicated deviations		
12		Copies of original documents defining the constitution or **legal status, place of registration, and principal place of business; for both manufacturer & non manufacturer**		

Sl. No.		Activity	Yes/No/ NA	Page No. in the Bid
13		**Undertaking** as per clause ITB 6.3 (1) {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.}		
14	(a)	The bidder shall provide an **undertaking** that: The **proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law** following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		
	(b)	The firm **does not employ a government servant, who has been dismissed or removed on account of corruption**.		
15		Form 11: Proforma for other details of Bidder, Manufacturer and its Bank		
16		Form 12: Integrity Pact		
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**		
23		Submit **copy of Stability Study Data for the quoted item**		
24		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 Government of India, will be applicable for the supplies made after issue of the Notification by GOI. 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.		
25		A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser: (1) Copy of Registration Certificate establishing registration of Goods to be supplied under the Contract, with the National Regulatory Authority of India viz. Central Drugs Standard Control Organization (CDSCO). (2) Copy of documentation indicating that the goods proposed to be supplied under this contract are registered and licensed for use in India by the DCG (I) (Drugs Controller General of India) for imported pharmaceuticals and by the competent authority defined under the Drugs and Cosmetics Act 1940, as amended, after appropriate evaluation by centers approved by the DCG (I) (Drugs Controller General of India) for pharmaceuticals produced by indigenous manufacturers.		