National AIDS Control Organization
Ministry of Health & Family Welfare
Government of India

Through
United Nations Office of Project Services, (UNOPS)
11 Golf Links
New Delhi, 11003
INDIA

Fax: 91-**11-43508527** Tel: 91-11-**30417400**

INTERNATIONAL COMPETITIVE BIDDING FOR SUPPLY OF STI/RTI DRUG Kits

BID REFERENCE		UNOPS India/NACO/STI-RTI/27/2008
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	03-09-2008
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	1200 hrs on 17-10-2008
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	1400 hrs. on 17-10-2008
TIME AND DATE OF OPENING OF BIDS	:	1415 hrs. on 17-10-2008
PLACE OF OPENING OF BIDS	:	UNOPS India Procurement Office 11 Golf Links New Delhi 11003, India Fax:-91-11-43508527 Tel: 91-11-30417400
ADDRESS FOR COMMUNICATION	:	Chief Procurement Officer UNOPS India Procurement Office 11 Golf Links New Delhi 11003, India Fax:91-11-43508527 Tel: 91-11-30417400

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INVITATION FOR BIDS

Invitation for Bids (IFB)

Country	: -	India
Name of Project	: -	Third National HIV/AIDS Control Project
Name of Good	: -	STI/RTI DRUGS KITS
IFB No	:-	UNOPS India/NACO/STI-RTI/27/2008

1. This invitation for bids follows the general procurement notice for this project that appeared in United Nations Development Business UNDB website on 16th April, 2007

2. The Ministry of Health & Family Welfare, Govt. of India has received a credit from the International Development Association (IDA) towards the cost of Third National HIV/AIDS Control Project and it intends to apply the proceeds of this credit to eligible payments under the proposed contract for supply of goods for which this invitation for bid is issued).

3. United Nations Office for Project Services (UNOPS), acting as the purchasing agent on behalf of Ministry of Health & Family Welfare, Govt. of India now invites sealed bids from eligible bidders for the supply of following STI/RTI DRUGS Kits:

4.

(i) Kit 1 (351224 nos) - Tab Azithromycin 1 gram (1) and Tab Cefixime 400 mg (1)

(ii) Kit 2 (929709 nos) - Tab Secnidazole 1 grams (2) and Tab Fluconazole 150 mg (1)

(iii) Kit 3 (309903 nos)- Inj Benzathine Penicillin 2.4 MU (1), Tab Azithromycin 1 gram (1), Disposable syringe 10 ml with 21 gauze needle (1) and sterile water 10 ml (1)

(iv) Kit 4 (2066 nos) - Cap/Tab Doxycycline 100mg (30) and Tab. Azithromycin 1 gram (1)

(v) Kit 5 (309903 nos) - Tab Acyclovir 400 mg (21)

(vi) Kit 6 (123961 nos) -Tab Cefixime 400 mg (1) and Tab Metronidazole 400 mg (28) and Cap/Tab.Doxycycline 100mg (28)

(vii) Kit 7 (41320 nos)- Cap/Tab Doxycycline 100mg (42) and Tab. Azithromycin 1 gram(1)

4. Bidding will be conducted through the international competitive bidding procedures specified in the World Bank's Guidelines: *Procurement under IBRD Loans and IDA Credits[May 2004 Edition]* and is open to all bidders from eligible sources countries as defined in the guidelines.

5. Interested eligible Bidders may obtain further information from the UNOPS office and inspect the bidding documents at the address given in Paragraph 8 below between 10:00 and 16:00 hrs(Indian Time) on all working days.

6. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of Rs.4500 or equivalent in US dollars. The method of payment will be by Demand Draft/Cashier's Cheque/Certified Cheque in favour of UNDP payable at New Delhi. The documents may be purchased from September 03, 2008 till 1200hrs (Indian Time) on October 17, 2008 at the address mentioned in Paragraph 8. The Bid document can also be viewed at websites www.unops.org, and www.nacoonline.org. The bidders are allowed to use downloaded bid document provide that the cost of the bid document is paid at the time of submission of the Bid. Late bids and the bids submitted without paying the above cost will be rejected. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

7. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on September 17, 2008 at 11 AM at the address given below. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders

8. Bids must be delivered to the address below at or before 1400 hrs (Indian Time) on October 17, 2008. All bids must be accompanied by a bid security as specified in the "Section VI – Schedule of Requirements" of the bidding document. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives, who choose to attend at the address below at 1415 hrs (Indian Time) on October 17, 2008.

Chief of Procurement
United Nations Office for Project Services
11, Golf Links , New Delhi-110003
Telephone no.: +91-11-30417400
Fax No. +91-11-43508527
E-mail: procurementinoc@unops.org

SECTION I. INSTRUCTIONS TO BIDDERS

TABLE OF CLAUSES

Instructions to Bidders

A. INTRODUCTION

1. Scope of Bid

1.1 The Purchaser, as specified in the **Bid Data Sheet** and in the Special Conditions of Contract (SCC), invites bids for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or nutritional supplements as specified in the **Bid Data Sheet**) described in the Schedule of Requirements. The name and identification number of the Contract is provided in the **Bid Data Sheet** and in the SCC.

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

2. Source of Funds

2.1 The Borrower named in the **Bid Data Sheet** has applied for or received a loan or credit (as identified with the loan/credit number in the **Bid Data Sheet** and called a "loan" in these Bidding Documents) from the International Bank for Reconstruction and Development or from the International Development Association (interchangeably called "the Bank" in these Bidding Documents) equivalent to the amount in U.S. dollars indicated in the **Bid Data Sheet** toward the cost of the Project named in the **Bid Data Sheet.** The Borrower intends to apply a part of the proceeds of this loan to eligible payments under the Contract for which these bidding documents are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

3. Fraud and Corruption

3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.[1] In pursuance of this policy, the Bank:

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

(i) "corrupt practice"[2] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[3] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[4] is 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"[5] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or

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[1] *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

[2] *"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.*

[3] *a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.*

[4] *"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.*

[5] *a "party" refers to a participant in the procurement process or contract execution.*

intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur;

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers, and contractors and their sub-contractors to permit the Bank to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 5.4 and 23.1 (d) of the General Conditions of Contract.

3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the Bank will cancel the portion of the loan allocated to a

Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Borrower or of a beneficiary of the loan during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

4. Eligibility

4.1 Except as provided in ITB Sub-Clauses 4.2 and 4.3, this bidding process is open to qualified (prequalified or not) firms from any country, pursuant to the *Guidelines: Procurement under IBRD Loans and IDA Credits* herein referred to as the *Procurement Guidelines.*

4.2 Firms of a member country may be excluded from bidding if:

(a) either: (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.

(b) a firm has been engaged by (i) the Borrower or (ii) the Purchaser or (iii) a Purchasing Agent that has been duly authorized to act on behalf of the Borrower or Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.

(c) government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Borrower or Sub-Borrower under a Bank-financed project shall be permitted to bid or submit a proposal for the procurement of Goods under the project.

4.3 A firm declared ineligible by the Bank in accordance with ITB Sub-Clause 3.1 (c) shall be ineligible to bid for a Bank-

financed contract during the period of time determined by the Bank.

4.4 Pursuant to ITB Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

5. Eligible Goods and Services

5.1 Funds from Bank loans are disbursed only on account of expenditures for the Goods and Services, provided by nationals of, and produced in or supplied from eligible source countries as defined in the edition of the *Procurement Guidelines* specified in the **Bid Data Sheet** and in Section III**.** Goods produced or Services supplied from a Bank member country may be excluded if that member country is subject to the conditions specified in ITB Sub-Clause 4.2 (a) (i) or (ii).

5.2 For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.

5.3 For purposes of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, insurance, commissioning, and training.

6. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents

6.1 Pursuant to ITB Clause 14, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the eligibility of the Health Sector Goods and services to be supplied under the Contract.

6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services offered that shall be confirmed by a certificate of origin issued at the time of shipment.

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

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

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

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

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

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

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

6.5 For purposes of the commentary to be furnished pursuant to ITB Clause 6.3 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure

substantial equivalence to those designated in the Technical Specifications.

7. Qualifications of the Bidder

7.1 The Bidder shall provide documentary evidence to establish to the Purchaser's satisfaction that:

(a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet,** and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet.** If a prequalification process has been undertaken for the Contract, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification.

(b) in the case of a Bidder offering to supply Health Sector Goods, identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in the Purchaser's country;

(c) in the case of a Bidder who is not doing business within the Purchaser's country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) the Bidder meets the qualification criteria listed in the **Bid Data Sheet** (see additional clauses of Bid Data Sheet for pharmaceuticals and vaccines).

8. One Bid per Bidder

8.1 A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20). 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.

9. Cost of Bidding

9.1 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

10. Content of Bidding Documents

10.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 12.

Section I.	Instructions to Bidders (ITB)
Section II.	Bid Data Sheet (BDS)
Section III	Eligibility
Section IV.	General Conditions of Contract (GCC)
Section V.	Special Conditions of Contract (SCC)
Section VI.	Schedule of Requirements
Section VII.	Technical Specifications
Section VIII.	Sample Forms (including Contract Agreement)

10.2 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 10.1 above, said Bidding Documents will take precedence.

11. Clarification of Bidding Documents

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

12. Amendment of Bidding Documents

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

12.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment,

and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.

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

C. PREPARATION OF BIDS

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 the language specified in the **Bid Data Sheet.** 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 language specified, in which case, for purposes of interpretation of the Bid, the translation shall govern.

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 VIII;

(b) original form of bid security in accordance with the provisions of ITB Sub-Clause 19 (Bid Security);

(c) alternative offers, at the Bidder's option, when permitted;

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

(e) in the absence of prequalification, documentary evidence in accordance with ITB Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Bidder's eligibility to bid including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;

(f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Goods and ancillary services to be supplied by the Bidder are eligible Goods and Services, pursuant to ITB Clause 5, and that they conform to the Bidding Documents;

(g) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 7 that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Paragraph 7.1 (a) the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in said information, a statement to this effect;

(h) any other documentation as requested in the **Bid Data Sheet.**

15. Bid Form

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

15.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:

(a) **Group A:** Bids offering Health Sector Goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be produced or manufactured has been engaged in producing or manufacturing such Goods at least since the date of bid submission.

(b) **Group B:** All other bids offering Health Sector Goods from within the country of the Purchaser.

(c) **Group C:** Bids offering Goods of foreign origin already imported or to be imported by the Purchaser directly or through the Supplier's local agent.

15.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule

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

16. Bid Prices

16.1 Prices shall be quoted as specified in each Price Schedule included in Section VIII, Sample Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section III Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section III Eligible Countries.

16.2 Prices shall be entered in the following manner:

(a) For Goods manufactured in the Purchaser's Country:

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

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

(iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the **Bid Data Sheet.**

(b) For Goods manufactured outside the Purchaser's Country, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **Bid Data Sheet;**

(ii) the price for inland transportation, insurance, and

other local services required to convey the Goods from the named place of destination to their final destination specified in the **Bid Data Sheet;**

(iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **Bid Data Sheet**;

(c) For Goods manufactured outside the Purchaser's Country, already imported:

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

(i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.

(ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

(iii) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country obtained as the difference between (i) and (ii) above;

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

(v) the price for inland transportation, insurance, and other local services required

to convey the Goods from the named place of destination to their final destination specified in the **Bid Data Sheet**.

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

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

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

16.4 The Bidder's separation of price components in accordance with ITB Clause 16.2 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.

16.5 Unless otherwise specified in the **Bid Data Sheet,** prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 29. If, however, in accordance with the **Bid Data Sheet,** prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price will not be adjusted.

16.6 Pursuant to Sub-Clause 16.1 above, and if so indicated in the **Bid Data Sheet,** bids are being invited for one or more items, or for individual Contracts (lots) each comprising at least eighty percent (80%) of the total number of items required under the lot. In both cases, each item offered must comprise the full quantity required under that item. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be

applied to the bid prices.

17. Currencies of Bid

17.1 Prices shall be quoted in the following currencies:

(a) The Bidder may express the bid price of the Health Sector Goods to be supplied from outside the Purchaser's Country entirely in the currency or currencies of Bank member countries. If the Bidder wishes to be paid in a combination of different currencies, it must quote its price accordingly, but no more than three foreign currencies may be used.

(b) Unless otherwise specified in the **Bid Data Sheet,** the Bidder shall express its prices for such goods to be supplied from within the Purchaser's country in the currency of the country of the borrower.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the date of bid submission specified in ITB Clause 23. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

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. Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension, the contract price will be increased by a factor that reflects changes in the cost of inputs specified in the request for second and subsequent extensions.

19. Bid Security

19.1 If required, in the **Bid Data Sheet,** the Bidder shall furnish, as part of its bid, a bid security as specified in the **Bid Data Sheet,** or a Bid Securing Declaration. The amount of the Bid Security shall be as stipulated in the **Bid Data Sheet** in the currency of the Purchaser's country, or the equivalent amount in a freely convertible currency.

19.2 The bid security shall remain valid for a period of 28 days

beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 18.2.

19.3 The bid security shall, at the Bidder's option, be in the form of either a letter of credit or a bank guarantee from a reputable banking institution, or a bond issued by a surety selected by the Bidder and located in any country. If the institution issuing the bond is located outside the purchaser's country, it shall have a correspondent financial institution located in the purchaser's country to make it enforceable. The format of the bank guarantee/bond shall be in accordance with the forms included in the bidding documents; other formats may be permitted, subject to the prior approval of the Purchaser.

19.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as nonresponsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.

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 Contract 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 25.3; or

(b) 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.

20. Alternative Bids by Bidders

20.1 Unless **specified in the Bid Data Sheet,** alternative bids shall not be accepted.

21. Format and Signing of Bid

21.1 The Bidder shall prepare an original and the number of copies/sets of the bid indicated in the **Bid Data Sheet,** clearly marking each one as "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

21.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 14.1, shall be typed or

written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 14.1 (d) shall accompany the bid.

21.3 Any interlineation, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.

21.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand. When so specified in the **Bid Data Sheet,** bidders shall have the option of submitting their bids electronically.

(a) The Bidder shall enclose the original and each copy of the bid including alternative bids, if permitted in accordance with ITB Clause 20, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and copies shall then be enclosed in another envelope.

(b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **Bid Data Sheet**

22.2 The inner and outer envelopes shall:

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

(b) be addressed to the Purchaser at the address given in the **Bid Data Sheet;**

(c) bear the specific identification of this bidding process indicated in the **Bid Data Sheet,** the Invitation for Bids (IFB) title and number indicated in the **Bid Data**

Sheet; and

(d) bear a statement "DO NOT OPEN BEFORE [date and time]" to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 23.1.

22.3 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 22.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

23. Deadline for Submission of Bids

23.1 Bids must be received by the Purchaser at the address specified in the **Bid Data Sheet** relating to ITB Sub-Clause 22.2 (b) no later than the time and date specified in the **Bid Data Sheet.**

23.2 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.

24. Late Bids

24.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the **Bid Data Sheet** pursuant to ITB Clause 23 will be rejected and returned unopened to the Bidder.

25. Modification and Withdrawal of Bids

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

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

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

(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB

Sub-Clauses 22.2 and 22.3.

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

(a) be addressed to the Purchaser at the address named in the **Bid Data Sheet,**

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

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

25.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.3, shall be returned unopened to the Bidders.

25.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 19.7.

E. OPENING AND EVALUATION OF BIDS

26. Bid Opening

26.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet.** Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Clause 22.1, shall be as specified in the **Bid Data Sheet**. Bidders' representatives shall sign a register as proof of their attendance.

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

corresponding bid.

26.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts and alternative offers, if allowed in the Bid Data Sheet; the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 24.1.

26.4 Bids (and modifications sent pursuant to ITB Sub-Clause 25.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

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

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

27. Clarification of Bids

27.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 30.1.

28. Confidentiality

28.1 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.

28.2 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.

28.3 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.

29. Examination of Bids and Determination of Responsiveness

29.1 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. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder.

29.2 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.

29.3 Prior to the detailed evaluation, pursuant to ITB Clause 32, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

29.4 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.

30. Correction of

30.1 Arithmetical errors will be rectified as follows. If there is a

Errors

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.

31. Conversion to Single Currency

31.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to either:

(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country.

or

(b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

31.3 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet.**

32. Evaluation and Comparison of Bids

32.1 The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 29.

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

(a) in the case of Goods manufactured in the Purchaser's country or Goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, that will be payable on the Goods if a contract is awarded to the Bidder;

(b) in the case of Goods of foreign origin already imported and to be imported from abroad, customs duties and other similar import taxes paid or payable on the

Goods if the contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

32.3 The comparison shall be between the EXW price of the Goods offered from within the Purchaser's country plus local transportation, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the Goods offered from outside the Purchaser's country, plus local transportation .

32.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Sub-Clause 16.2, one or more of the following factors as specified in the BDS, and quantified in ITB Sub-Clause 32.5*:*

(a) delivery schedule offered in the bid;

(b) deviations in payment schedule from that specified in the Special Conditions of Contract;

(c) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

32.5 For factors retained in the **Bid Data Sheet** pursuant to ITB Sub-Clause 32.4, one or more of the following quantification methods will be applied, as detailed in the **Bid Data Sheet:**

(a) Delivery schedule.

(i) The Purchaser requires that the Health Sector Goods under these Bidding Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the Health Sector Goods at the site will be calculated for each bid after allowing for reasonable international and inland transportation time. A delivery "adjustment" will be calculated for and added to each bid by applying a percentage, specified in the **Bid Data Sheet,** of the EXW/CIF/CIP price for each week of delay beyond the expected time of arrival specified in the Bidding Documents for evaluation purposes.

No credit shall be given to early delivery.

or

(ii) The Health Sector Goods covered under these Bidding Documents are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet,** will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The Health Sector Goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet,** of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(b) Deviation in payment schedule.

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

or

(ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is permitted in the **Bid Data Sheet,** the bid will be evaluated by

calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet.**

(c) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or in the Technical Specifications.

33. Domestic Preference

33.1 If indicated in the **Bid Data Sheet** and for the purpose of bid comparison, the Purchaser will grant a margin of preference to Goods manufactured in the Purchaser's country. This margin of preference will be granted in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Paragraph 15.2 (a).

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

33.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for Contract award.

33.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported Goods offered in each Group C bid, for the purpose of this further comparison only, a flat rate of

fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such Goods..

Domestic preference will be applied only to those items indicated in the Schedule of Requirements that

meet the criteria under Paragraph 15.2 (a).

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Sub-Clause 33.3 above, will be selected for award.

F. AWARD OF CONTRACT

34. Postqualification

34.1 In the absence of prequalification, 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 7.1 and any additional postqualification criteria stated in the **Bid Data Sheet.** If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the lowest evaluated bid to perform the Contract.

34.2 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 7.1, as well as other information the Purchaser deems necessary and appropriate.

34.3 An affirmative postqualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

35. Award Criteria

35.1 Pursuant to ITB Clauses 32, 33, and 38, 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 34.

36. Purchaser's

36.1 The Purchaser reserves the right to accept or reject any bid,

Right to Accept Any Bid and to Reject Any or All Bids

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.

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

37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet,** the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

38. Notification of Award

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

38.2 The notification of award will constitute the formation of the Contract.

38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.

38.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

38.5 The Purchaser shall publish in UNDB online and in the dgMarket the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their bids were not selected. The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.

39. Signing of

39.1 Promptly after the Purchaser notifies the successful Bidder

Contract

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.

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

40. Performance Security

40.1 Within twenty-eight (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 in another form acceptable to the Purchaser.

40.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 39 or ITB Sub-Clause 40.1 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.

SECTION II. BID DATA SHEET

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

A. GENERAL

ITB 1.1	**Name of Purchaser**: United Nations Office for Project Services (UNOPS), New Delhi, India. (acting as Purchasing Agent on behalf of Ministry of Health & Family Welfare, Government of India) **Type of goods**: STI/RTI DRUGS Kits namely: As mentioned in the Schedule of Requirement **Name and identification number of the Contract**: Supply of STI/RTI DRUG Kits; IFB Number:UNOPS India/NACO/STI-RTI/27/2008
ITB 2.1	The Borrower is: **The Ministry of Health & Family Welfare, Government of India** The name of the Project is: **Third National HIV/AIDS Control Project (Credit Number 4299-IN).** **This project is being co-financed by DFID.**
ITB 4.1 & 5.1	Applicable edition of the *Guidelines: Procurement under IBRD Loans and IDA Credits [May 2004 Edition]*
ITB 6.3 (c)	Documentation requirements for eligibility of Goods. In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following documents should be included with the Bid: The Goods offered should meet the specified Pharmacopoeial 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...
ITB 6.4	A bidder must submit a copy of the registration certificate of the Goods for use in India with its bid or before signing of the Contract.
ITB 6.4 (b)	By the time of Contract signing, the successful Bidder shall have submitted the following documentary evidence: 1) Copy of Registration Certificate establishing registration of individual drugs of the kits 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) for imported pharmaceuticals and by the competent authority defined under the Drugs and Cosmetics Act 1940, after appropriate evaluation by centers approved by the DCG (I) for pharmaceuticals produced by indigenous manufacturers. Note: Because of the potential for delay when various government agencies must intervene in the registration process, bidders are alerted to inquire about registration requirements and procedures as early as possible.
ITB 6.4.1	Additional information about the requirements for registration can be obtained from the Website: www.cdsco.nic.in
ITB 6.5	Insert the words "and meet the pharmacopoeial standards" namely IP, BP or USP at the end of this clause.
ITB 7.1	**Qualification requirements for Bidders are listed below:** Along with the bid, the Bidder should submit documentary evidence on its qualifications to perform the Contract if its bid is accepted as detailed below: (**A) Manufacturer Bidders** (i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: (a) is incorporated in the country of manufacture of the Goods; (b) The pharmaceuticals offered should have the approval of the statutory authority in its country of origin. (c) has manufactured and marketed the specific goods (individual drugs) covered by this Bidding Document for at least one (1) year, and for similar Goods (drugs and pharmaceuticals) for at least three (3) years (In support of this, data on past performance should be submitted as per Form 14 in Section VIII) 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 (for drugs offered) 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/vaccines 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 years prior to bid submission; (e) A certificate of pharmaceutical product as recommended by the WHO for each drug offered and an ISO 13485:2003 for Disposable syringe offered under Kit 3. (f) Provides the evidence that it has the financial, technical and production capability necessary to perform the Contract as under: - that it has successfully completed at least one similar contract within the period of last five years (preceding two months before the date of opening) for supply of similar products against the schedule quoted. Value of each contract should be at least equivalent to the total bid price quoted for the schedule and that includes comparable products e.g. drugs & pharmaceuticals for drugs and medical devices for syringes. Bidder shall submit list of major supply contracts conducted within the last five years as per form 14 in Section VIII. - that it has an actual Annual Production Capacity for the specific item to match the quantities required. A certificate of Installed Annual Production Capacity from Regulatory Authority shall be submitted. - that it has generated an average annual turnover of at least two times the quoted bid value , during the last five years, preceding the date of submission of bid, to qualify for a 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, auditors reports, and IT returns) for the

past five fiscal years duly certified by the Chartered Accountant or the auditor of the Company. A minimum share of at least 20% of the turn-over should have been derived from Non-IDA financed contracts

(h) Provides proof of experience with and knowledge of modes of packing, distribution, and transportation of pharmaceuticals, vaccines, medical devices & medical kits similar to those subject to bidding under logistical and climatic conditions similar to the ones in the purchaser's country. It should provide names of countries to which the bidder has supplied (including packaged, distributed, and transported) products worth at least equivalent to US $ 50,000 or more within the past five years.

(ii) 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 :

(a) Installed Annual Production Capacity (second bullet of sub-clause (i) (f) above)
(b) Average annual turnover (third bullet of sub-clause (i) (f) above)

In case the 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.

(iii) The Bidder shall also furnish the following documents along with his bid:

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

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

(B) Non Manufacturer Bidder

(a) In the case of a Bidder offering to supply any of the items of the kit under the Contract that the Bidder does not manufacture or otherwise produce, that the Bidder should be duly authorized by the manufacturer

	of the items ,who meets the criteria under (A) above (all supporting documents/information as asked above for manufacturer shall be submitted with the bid), as per authorization Form 8 in Section VIII; (b) The Bidder shall describe the SOPs they have in place to select their Manufacturers and how do they ensure that these Manufacturers adhere to proper Quality Control and Good manufacturing practises. (c) The bidder has successfully completed at least one similar contracts within the period of last five years (preceding two months before the date of opening of bids) for supply of goods against the schedule offered. Value of each completed or substantially completed contract should be at least 50% of that indicated in (f) above and that includes comparable products e.g. drugs & pharmaceuticals for drugs and medical devices for syringes. The bidder will also submit the list of major supply contracts completed within the last five years as per form 14 in Section VIII. (d) A list of the WHO/ UNICEF/ National Accreditation Authority approved Labs where the supplier proposes to carry out the Tests for drugs, pharmaceuticals, medical supplies and medical devices sourced from different Manufacturers. **For Both (A) and (B)** a. Details of on-site quality control laboratory facilities and services and range of tests conducted; b. 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; c. Copies of its audited financial statements for the past three fiscal years; d. Capacity and quality certification form in the specified format (Form 15 of Section VIII). For item no 6 & 7 only certificate from auditor of the company (not any other CA) will also be acceptable.

	e. The Bidder has been appropriately licensed to carry out the kitting activities under Drugs and Cosmetic Act 1940 & rules there under as amended to date f. The Bidder follows the procedures and maintains documentation and structures as incorporated in ISO 9001:2000 and has been certified for the purpose. **g.** The Bidder has sufficient space designed and equipped to carry out activities relating to : a. Orderly storage of various drugs as per storage requirements at receipt bay b. Their quarantining before kitting c. Processing for kitting d. Storage for raw materials used for packaging e. Storage in the Dispatch bay prior to shipping h. The Bidder maintains SOP's for all the activities including receipt of drugs, kitting and dispatch, besides shall establish and maintain procedures for the identification, collection, indexing, retrieval, storage, maintenance, disposal of and access to all documentation i. The Bidder has put in place Corrective Action request procedure to document and perform investigation, provide corrective action for immediate incident, provide Preventive action to assure the incident will not likely recur. Issues include Consumer complaint Reports, Rework, Returned goods, Customer Quality Issues. j. That the enterprise has sufficient space, appropriate facilities and adequate storage in conformity with WHO standards. (Site plan to be submitted). k. Total monetary value of similar contracts performed for each of the last five years; l. Details of similar contracts under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts; m. CVs including the qualifications and experience of key site management and technical personnel proposed for the Contract;

n. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

o. Authority to the Purchaser to seek references from the Bidder's bankers.

p. The bidder shall also provide the kind of SOPS they have in place to select their freight forwarders, and to measure their performance.

q. The bidder and/or the manufacturer whose product is being offered by the bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder in the last five years. Such adverse actions taken against the bidder and/or the manufacturer whose product is being offered by the bidder may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions, this should be clearly indicated in the Bid.

r. Information regarding any litigation, current or during the last five years, in which the Bidder or the manufacturer of the individual item of the Kit offered is involved, the parties concerned, and disputed amount;

s. 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.

- The firm employs a government servant, who has not been dismissed or removed on account of corruption.

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

(2) The bidders are advised to complete the Checklist given in Appendix A 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
ITB 8 (Additional Clause 8.2)	Add the following as Clause 8.2: "8.2 "If any agent submits bids on behalf of more than one Bidder, each bid must be accompanied by a separate bid form signed by the Bidder, bid security in the name of the Bidder, and authorization from the respective Manufacturer failing which the bid will be rejected as non-responsive".

B. THE BIDDING DOCUMENTS

ITB 11.1	For Clarification of bid purposes only, the Purchaser's address is: Chief of Procurement United Nations Office for Project Services (UNOPS), 11 Golf Links, New Delhi - 110003 Telephone: +91-11-30417400 Facsimile: +91-11-43508527 e-mail: procurementinoc@unops.org The last date for any clarification is:) October 3, 2008
ITB 11 (additional clause 11.2)	Add as clause 11.2 to the ITB the following Pre Bid meeting :- The bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below:- Date: 17-09-2008 Time: 1100 hrs Venue : 11, Golf Links, New Delhi Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders

C. PREPARATION OF BIDS

ITB 13.1	The language of all correspondence and documents related to the bid is: ***English***. Moreover, the key passages of all accompanying printed literature in any other language must be translated into the above language
ITB 14.1 (h)	In addition to the documents stated in Paragraphs 14.1 (a) through (g), the following documents must be included with the Bid - The manufacturer's authorization form in Form 8 of Section VIII - Certification of incorporation of the bidder and manufacturer - Legally valid joint venture agreement, if applicable, specifying the financial stakes of each of the joint venture partners. - Bidders who are not primary manufacturers should provide evidence that their product offered in the bid conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A "primary manufacturer" is defined as a company that performs all the manufacturing and processing operations needed to produce pharmaceuticals or vaccines in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling and quality testing. Bids may be submitted by an authorized agent for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer authorizing the designated agent to bid solely for and on behalf of the primary manufacturer. Merchant exporters, pre-packers, shippers and traders are not classified as primary manufacturers and bids from them will not be accepted. - The following details shall also be provided by Indian Bidders: a. Name, address, PAN and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company. b. Company's PAN and Income Tax details and ward/circle where they are being assessed. c. Registration Details of the company under VAT, local and

	Central Sales Tax and other laws as may be applicable and also Sales tax/VAT clearance certificate.
ITB 15 (additional Clause 15.4)	Add this clause 15.4 Bidders may note that bids offering Goods from within the country of the Purchaser (Group A and Group B bids) should indicate the prices entirely on EXW (ex-works / ex-factory /ex-warehouse/ex-showroom/or off-the-shelf as applicable).
ITB 16.2 (a) (iii), b (i), (b) (ii) & (c) (v)	The final destination is specified in the Schedule of Requirements (section VI).
ITB 16.2 (a)	Add the following at the end of this clause: If the bidder has considered the deemed export benefits in its bid, the bidder shall confirm and certify that MOHFW will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates. Bids which do not conform to this provision or any condition by the bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations to the deemed export benefits scheme will make the bid non responsive and hence rejected. Bids which do not furnish the informational requirements in the preceding paragraph to obtain the necessary certificate for deemed exports or other benefits will not be compensated separately on this account by the Purchaser.
ITB 16.2 (b) (i) and (c) (iii)	Prices for Goods offered from abroad shall be quoted as: CIP final place of destination as specified in schedule of Requirements (Section VI) as well as CPT final place of destination as specified in schedule of Requirements (Section VI).
ITB 16.2 (b) (iii)	FCA option deleted.
ITB 16.5	Prices quoted by the Bidder shall be **"fixed".**
ITB 16.6	Bids are being invited for one or more schedules. No bid will be considered responsive if the complete requirement covered in the schedule is not included in the bid. Bidders are allowed the option to bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken in to account in the evaluation of the bids so as to determine the bid or combination

	of bids offering the lowest evaluated cost to the purchaser in deciding award(s) for each schedule. **The price for each item in a schedule has to be separately indicated in the Price Schedule. However the evaluation will be done as per total bid price per schedule.**
ITB 18.1	The bid validity period shall be up to February 17, 2008
ITB 18.3	Substitute this clause with the following "In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension and in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the Contract prices, if the bidder is selected for award, shall be the bid price corrected as follows : (a) The foreign currency component of the prices shall be increased by the factor 0.077% for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder. (b) Similarly, the local currency component of the price shall be increased by the factor 0.096% for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award of the successful Bidder.
ITB 18 (Additional clause 18.4)	Insert the following as Clause 18.4: Bid evaluation will be based on the bid prices without taking into consideration the above correction.
ITB 19.1	Each bid will be accompanied by the bid security. The bid security will be in Indian rupees or in US Dollars. The amount of bid security required is mentioned in Schedule of requirement. If the bidder is submitting bid for more than one schedule the amount of the Bid Security shall be sum of the respective schedules. The form of the bid security (issued by bank) is included in Section IV-sample forms. The bidder also has the option to submit individual bid security instruments for each Schedule for which the bidder is bidding. The named beneficiary in the Bank Guarantee shall be UNOPS.
ITB 19.3	Substitute this clause with the following: The bid security shall, at the Bidder's option, be - (i) in the form of a Bank Guarantee from a reputable banking institution in favour of UNOPS i.e. a banking institution certified by

	the Central bank's of the country to operate as commercial bank in the country. The format of the bank guarantee shall be in accordance with the forms included in the bidding documents; other formats may be permitted, subject to the prior approval of the Purchaser.; or ii) in the form of a irrevocable certified check or a demand draft from a reputable banking institution in favour of UNOPS New Delhi
ITB 20.1	Alternative bids will not be accepted. In the event of a supplier submitting more than one bid: - All bids marked alternative bids will be rejected and only the basic bid will be evaluated - All bids will be rejected if no indication is provided as to which bids are alternative bids
ITB 21.1	Required number of copies of the bid: *02 (1 Original + 1 Copy)*

D. SUBMISSION OF BIDS

ITB 22.1	Bidders shall not have the option of submitting their bids electronically
ITB 22.2 (b)	The address for bid submission is: United Nations Office for Project Services (UNOPS), Attention: Chief of Procurement 11 Golf Links New Delhi 11003, India
ITB 22.2 (c) & (d)	The inner and outer envelopes shall bear the following additional identification marks: Invitation for Bids Title : Invitation for Bids number: Schedules: Time & Date of Submission of Bids: Name of the Goods:
ITB 23.1	See the above data for ITB Sub-Clause 22.2 (b) for the address and

	deadline for bid submission. Deadline for bid submission is: 1400 hours (Indian Standard Time). on October 17, 2008. Add the following new sentence at the end of Sub-Clause 23.1: "In event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day".
ITB 24.1	See the above data for ITB Sub-Clause 23.1 for the deadline for bid submission.
ITB 25.2 (a)	The required number of copies of bid modifications is the same as the number of copies of the original bid specified above in the data for ITB Sub-Clause 21.1.
ITB 25.3 (a)	See the above data for ITB Paragraph 22.2 (b) for the address to use for submission of a bid withdrawal notice.

E. BID OPENING AND EVALUATION

ITB 26.1	Time, date, and place for bid opening are: 1415 hrs.((Indian Standard Time) on October 17, 2008 at the following address: Chief of Procurement United Nations Office for Project Services (UNOPS), 11 Golf Links,New Delhi 110003, India Add at the end of this clause: "In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day".
ITB 29.4	Replace the second sentence with the following: "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."
ITB 31.3	The currency chosen for the purpose of converting to a common currency is: Indian Rupees. The source of exchange rate would be the UN operational rate of exchange on the date of bid opening.

ITB 32.1	Add following at the end of Para If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantial responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison
ITB 32.3	While the bids shall be evaluated on the CIP final place of destination as specified in schedule of Requirements (Section VI), the Purchaser retains the right to sign the Contract either on CIP final place of destination as specified in Schedule of Requirements (Section VI); or CPT final place of destination as specified in schedule of Requirements (Section VI).
ITB 32.4 (c)	No other specific criteria
ITB 32.5	The factors retained pursuant to ITB Sub-Clause 32.4 and the quantification methods are: The Purchaser's evaluation of a bid will take into account, in addition to the bid price referred in Clause 16.2 above and the price of incidental services, the following factors: Cost of inland transportation, insurance and other local costs incidental to the delivery of the Goods to their final destinations as quoted pursuant to ITB Clause 16.2

ITB 32.5 (a)	The Purchaser will not consider deviations in the Delivery Schedule.
ITB 32.5 (b)	The Purchaser will not consider deviations in the payment schedule in the SCC
ITB 33.1	A margin of domestic preference ***will*** apply.

F. POST QUALIFICATION AND AWARD OF CONTRACT

ITB 34.1	Before the award of the Contract the purchaser may inspect the manufacturing facilities of the responsive bidders or manufacturers of the Goods to assess their capacity to successfully perform the Contract as per the terms and conditions specified in the bid document.
ITB 37.1	Percentage for increase or decrease of quantity of Goods and Services originally specified: 20%
ITB 38.5	Add after the first line: These details will also be published on the web sites of the Purchaser and /or Purchasing Agent

SECTION III. ELIGIBLE COUNTRIES

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated May 2004, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines: NIL

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_____

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:NIL

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_____

SECTION IV.

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

(c) "Day" means calendar day.

(d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.

(e) "Eligible Country" means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

(f) "End User" means the organization(s) where the goods will be used, as **named in the SCC.**

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

(h) "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.

(i) "The Purchaser" means the organization purchasing the Goods, as **named in the SCC.**

(j) "The Purchaser's country" is the country **named in the SCC.**

(k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser's country in

accordance with the Applicable Law.

(l) "SCC" means the Special Conditions of Contract.

(m) "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.

(n) "The Site," where applicable, means the place or places **named in the SCC.**

(o) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC.**

(p) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

2. Application

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

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further **elaborated in the SCC.**

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

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

concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 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.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 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.

5.4 The Supplier shall permit the Bank 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 Bank, if so required by the Bank.

6. Certification of Goods in Accordance with Laws of the Purchaser's Country

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

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

6.3 If thirty (30) days, or such longer period **specified in the SCC,** elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 6.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance

security shall be promptly returned.

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 the Purchaser's country.

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 **specified in the SCC.**

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 the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Bidding Documents or another format acceptable to the Purchaser; or

(b) a cashier's or certified check.

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, unless **specified otherwise in the SCC.**

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 **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

(a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be

shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.

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

(c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

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, if any, **specified**

in the SCC or Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

11. Delivery and Documents

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

11.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.3 Documents to be submitted by the Supplier are **specified in the SCC.** *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

12. Insurance

12.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

12.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on an FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

13. Transportation

13.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

13.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost

thereof shall be included in the Contract Price.

13.3 Where the Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Site, transport to such place of destination in the Purchaser's country, 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.

13.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

14. Incidental Services

14.1 The Supplier shall provide such incidental services, if any, as are **specified in the SCC.**

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

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 port/airport of entry for goods with a shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise **specified in the SCC;** have "overages" within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

15.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been

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

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 **specified in the SCC,** the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.

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 fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC.**

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

and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in the SCC** subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

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, with the exception of any price adjustments **authorized in the SCC** or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

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

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

(b) the method of shipment or packing;

(c) the place of delivery; and/or

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

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

19. Contract Amendments

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

amendment signed by the parties.

20. Assignment

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

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of 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 Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC.** 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 this 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

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

(c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.

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

For the purpose of this clause:

(i) "corrupt practice"[6] is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice"[7] is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice"[8] is 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"[9] is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the

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[6] *"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.*

[7] *a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.*

[8] *"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.*

[9] *a "party" refers to a participant in the procurement process or contract execution.*

investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under sub-clause 3.1 (e) below

(e) 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, 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 **specified in the SCC.**

27.3 Notwithstanding any reference to arbitration herein,

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

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

28. Limitation of Liability

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

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

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

29. Governing Language

29.1 The Contract shall be written in the language **specified in the SCC.** Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in the SCC.**

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 **specified in the SCC.**

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 A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Purchaser's country.

32.2 A Supplier supplying Goods offered locally shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

SECTION V. SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)	
GCC 1.1 (f)	The end user is: the Consignees stated in the Schedule of Requirements.
GCC 1.1 (i)	The Purchaser is*:* United Nations Office for Project Services (UNOPS), New Delhi India acting as Procurement Agent on behalf of the Ministry of Health & Family Welfare , Government of India pursuant to the Agreement between the Ministry of Health and Family Welfare (MOHFW), Government of India and the United Nations Office for Project Services (UNOPS) dated May 30, 2007
GCC 1.1 (j)	The Purchaser's country is India
GCC 1.1 (n)	The Site is/are: as specified in the Schedule of Requirements.
GCC 1.1 (o)	The Supplier is: To be provided at the time of contract signing.
2. Application (GCC Clause 2)	
GCC 2	There are no Special Conditions of Contract applicable to GCC Clause 2**.**
3. Country of Origin (GCC Clause 3)	
GCC 3.1	The Bank maintains a list of countries whose Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. This list is updated regularly, and it is available from the Public Information Center of the World Bank. A copy of this list is contained in the section of the Bidding Documents entitled "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement."
4. Standards (GCC Clause 4)	

GCC 4	There are no Special Conditions of Contract applicable to GCC Clause 4.
5. Use of Contract Documents and Information (GCC Clause 5)	
GCC 5	There are no Special Conditions of Contract applicable to GCC Clause 5.
6. Certification of Goods in Accordance with Laws of India (GCC Clause 6)	
GCC 6.1	Should remain registered with CDSCO during the performance of the contract ; the Purchaser will not extend any assistance for registration of the product.
GCC 6.2	Not Used
GCC 6.3	Not Used
7. Patent Rights (GCC Clause 7)	
GCC 7	There are no Special Conditions of Contract applicable to GCC Clause 7.
8. Performance Security (GCC Clause 8)	
GCC 8.1	Performance security, in favour of UNOPS, shall be for an amount equal to 5 percent of the contract price
GCG 8.3 (a)	Amend the paragraph as under: The performance security shall be in the form of a Bank Guarantee and the deemed beneficiary shall be UNOPS .The Bank Guarantee shall be issued either (a) by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), or (b) directly by a foreign bank which has been determined in advance(before signing of the contract) to be acceptable to the Purchaser, in the format provided in the Bidding Documents or another format acceptable to the Purchaser Letter of credit is not acceptable

GCC 8.3 (b)	Deleted
GCC 8.4	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. Inspection and Tests (GCC Clause 9)
GCC 9.1	**The Inspection and tests, as applicable under I or II shall be:** **I. For Goods supplied from outside India.** a) For goods supplied from outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory batch analysis. On arrival at the port of entry, each consignment shall be tested by the Drug Controller General of India or his representative. For this purpose, the Purchaser shall notify the Drug Controller General of India (or his representative) about the expected arrival of the consignment at the port of entry. On the arrival of the goods, the representative of the Drug Controller General of India will examine/test the consignment and after satisfying himself that the goods conform to the technical specification, he will clear the consignment. Only such goods are permitted to enter the country, which are found to fully conform to the technical specifications. Cost of DCGI Inspection/testing will not be charged to the supplier. b) The supplier will make arrangement for storage of Goods at the port of entry at its own cost for the first 30 days after the arrival of shipment. The Purchaser will be responsible for costs arising from the storage, warehousing and demurrage in excess of thirty (30) days resulting from delays due to quality testing procedure. c) Notwithstanding the above, the Purchaser will retain the right to perform further inspections and quality testing at any time as it deems fit at its own cost. **II. For Goods supplied from Within India** The goods shall not be dispatched unless they are inspected and cleared for dispatch by Purchaser's representative in the supplier premises. The Purchaser will arrange a pre-shipment inspection and an independent quality control laboratory batch analysis for each batch. The Purchaser

	will retain the right to perform further inspections and quality testing at any time as it deems fit.
GCC 9.1 (a)	The related costs of the pre-shipment inspection for the first inspection of goods shall be borne by the Purchaser. The cost of subsequent inspection 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.
GCC 9.1 (c)	Regardless of any pre-shipment inspection (and the result thereof) undertaken by the Purchaser, the Consignee may inspect and/ or test the Goods at final destination. Unless the full quantity of Goods supplied according to the Schedule of Requirements/each shipment is received in good condition and conform to the specification, the Consignee will not accept the Goods and will not issue the acceptance certificate.
GCC 9.1(d)	Add the following new clause 9.1(d) The following inspection procedures and tests are required by the Purchaser. a. Three sets of samples of required quantity of each item will be drawn at random from each batch by the Purchaser's Inspector at the manufacturer's premises & sealed before dispatch. b. One set of sealed sample will be sent to an independent laboratory selected by the Inspector for conducting the required test to confirm whether the samples conform to the prescribed specification. One set of sealed sample will be retained with the manufacturer as counter sample and another set will be retained by the inspector. c. The sample retained with the manufacturer & Inspector will also be dispatched to the destination along with the supplies after the samples are certified to be in conformity with prescribed specification by the testing laboratory.

	d. Inspection note will be issued by the inspector on the basis of test report, accepting or rejecting the batch as the case may be. e. The Goods will be dispatched only after the above inspection procedure has been followed and inspection note issued to accept the consignment. f. The consignee shall have the right to draw samples at random from the consignment during the shelf life of the Goods, 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.
GCC 9.3	Add the following new clause 9.3: 9.3 Group 'A' supplier should provide following documents to the Purchaser or its representative against each lot offered for inspection i) A certificate in regard to the country of origin of the raw materials used ii) A certificate in regard to the % of value addition done in India iii) A certificate in regard to the 'Country of Origin' of the finished products
10. Packing (GCC Clause 10)	
GCC 10.2	The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications, including amendments thereto and/or to the contract, if any.
11. Delivery and Documents (GCC Clause 11)	
GCC 11.1 & 11.3	**The details of shipping and/or other documents, as applicable under I or II, to be furnished by the supplier are:** **I. For Goods supplied from abroad:** A) Upon shipment, within 24 hours the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall

	notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the airway-bill number. The Supplier shall fax and then send by courier the following documents to the Purchaser: (i) three originals and two copies of the Supplier's invoice, indicating the United Nations Office for Project Services 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, stamped, or sealed with the company stamp/seal; (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, and notify consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (iii) four copies of the packing list identifying contents of each package; (iv) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; (v) one original of the Supplier's Certificate of Origin covering all items supplied; (vi) original copy of the Internal Test Analysis Report of the Manufacturer for the items offered and 4 copies (vii) Original copy of the certificate of Inspection furnished to supplier by the nominated agency (where inspection is required) and six copies; and (viii) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit of oral dosages forms as well, and other tests as appropriate to the Goods.

	(ix) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies (x) Any other procurement – specific document required for delivery/payment purposes. The above documents shall be received by the Purchaser at least 3 days before the arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. **(B)** The supplier shall intimate the consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the supplier shall provide the consignee the documents mentioned in as below: (i) Four originals and two copies of the Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal; (ii) Four copies of the packing list identifying contents of each package (iii) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied **II. For Goods from within the Purchaser's country:** **A)** Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser (i) Four originals and two copies of the Supplier's invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) Two copies of railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing Purchaser as United Nations Office for Project Services on behalf of Ministry of Health & Family Welfare, Govt. of India and delivery through to final destination as stated in the contract. (iii) Four copies of Acknowledgement of receipt of Goods by the

	Purchaser consignees (iv) Four copies of the packing list identifying contents of each package (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied (vi) one original of the Supplier's Certificate of Origin covering all items supplied (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) (viii) original copy of the Internal Test Analysis Report of drugs and/or medical devices of the Manufacturer and 4 copies (ix) The Government notification indicating the taxes/VAT applicable. (x) Other procurement-specific documents required for delivery/payment purposes. The above documents except (iii) above shall be received by the Purchaser before arrival of the Goods and the document mentioned at (iii) shall be submitted within 7 days of receipt of Goods by the purchaser's consignee. If not received, the Supplier will be responsible for any consequent expenses. **B)** The supplier should intimate the consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the supplier should provide the consignee the documents mentioned in as below: (i) Four originals and two copies of the Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal; (ii) Four copies of the packing list identifying contents of each package (iii) One original of the manufacturer's or Supplier's Warranty certificate covering all items supplied Note: In the event that the documents presented by the Supplier are

	not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with SCC 9 (GCC 9) above.
12. Insurance (GCC Clause 12)	
GCC 12.1	The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes. However, the Purchaser may decide to arrange the cargo Insurance on its own and sign the contract on CPT basis.
13. Transportation (GCC Clause 13)	
GCC 13	There are no Special Conditions of Contract applicable to GCC 13.
14. Incidental Services (GCC Clause 14)	
GCC 14.1	Incidental services to be provided are: The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required for the Goods. The cost shall be deemed included in the Contract Price.
15. Warranty (GCC Clause 15)	
GCC 15.1	Without limitation of any other warranties stated in or arising under this Contract, the Supplier warrants and represents that the goods, drugs, equipment and/or services supplied are of the quality, quantity and description required by the Contract.
GCC 15.2	The period mentioned as three months to be read as six months
GCC 15.4	The period for the replacement of defective goods is: 30 days
16. Payment (GCC Clause 16)	
GCC 16.1 & 16.4	The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract shall be as follows : **(A) Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in the currency of the Contract price in the following manner: **(i) On Delivery to Consignee:** Ninety (90) percent of the Contract

	Price of the Goods delivered to the consignee shall be paid within thirty (30) days of submission of documents specified in GCC Clause 11 above along with consignee receipt certificate, by direct bank transfer to the Supplier's nominated bank account. **(ii) On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of acceptance of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India); the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Consignee. Payment of local currency portion shall be made in Indian Rupee within thirty (30) days of presentation of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India) the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Consignee **(B) Payment for Goods and Services supplied from within the Purchaser's country:** Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupee, as follows: **(i) On Delivery to Consignee**: Ninety (90) percent of the Contract Price of the Goods delivered to the consignee shall be paid within 30 days of submission of documents specified in GCC Clause 11 along with the consignee receipt certificate. **(ii) On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of acceptance of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India); the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Consignee. **For both A) and B) above:** If Acceptance Certificate is not issued by the Consignee within 21 days of delivery of Goods, the Goods will be deemed to be accepted.

17. Prices (GCC Clause 17)	
GCC 17.1	Prices shall be fixed and firm for the duration of the Contract.
18. Change Orders (GCC Clause 18)	
GCC 18	There are no Special Conditions of Contract applicable to GCC 18.
19. Contract Amendments (GCC Clause 19)	
GCC 19	There are no Special Conditions of Contract applicable to GCC 19.
20. Assignment (GCC Clause 20)	
GCC 20	Assignment and sub-contracting are not permitted.
21. Delays in the Supplier's Performance (GCC Clause 21)	
GCC 21.2	In line 2 delete the words "or its subcontractors"
22. Liquidated Damages (GCC Clause 22)	
GCC 22.1	Applicable rate is 0.5 percent of the contract price per week or part thereof. Maximum deduction is 10 percent of the contract price
23. Termination for Default (GCC Clause 23)	
GCC 23	There are no Special Conditions of Contract applicable to GCC 23.
24. Force Majeure (GCC Clause 24)	
GCC 24	There are no Special Conditions of Contract applicable to GCC 24.

25. Termination for Insolvency (GCC Clause 25)	
GCC 25	There are no Special Conditions of Contract applicable to GCC 25.
26. Termination for Convenience (GCC Clause 26)	
GCC 26	There are no Special Conditions of Contract applicable to GCC 26.
27. Settlement of Disputes (GCC Clause 27)	
GCC 27.2.2	The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows: Clause 27.2.2 (a) below shall be retained in the case of a Contract with a foreign Supplier and Clause 27.2.2 (b) below shall be retained in the case of a Contract with Indian Supplier." ***(a)* Contracts with foreign Supplier*:*** Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. ***(b)* Contracts with Indian Supplier*:*** i) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act 1996. ii) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (i) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the appointment of

	the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act 1996. iii) The venue of Arbitration shall be New Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English. iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings. **For Both (a) and (b)** If a dispute under the supplier contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.
28. Limitation of Liability (GCC Clause 28)	
GCC 28	There is no Special Condition of Contract applicable to GCC 28.
29. Governing Language (GCC Clause 29)	
GCC 29.1	The governing language of the contract shall be English.
30. Applicable Law (GCC Clause 30)	
GCC 30.1	**Contracts with Suppliers:** The Contract shall be interpreted in accordance with laws of Union of India.
31. Notices (GCC Clause 31)	

GCC 31.1	The Purchaser's addresses for notice purposes is: CHIEF OF PROCUREMENT United Nations Office for Project Services (UNOPS), 11 Golf Links New Delhi 11003, India Fax: 91-11-43508527 Tel: 91-11-30417400 Email : procurementinoc@unops.org The Supplier's addresses for notice purposes is: Will be mentioned after placing a contract.
	32. Taxes and Duties (GCC Clause 32)
GCC 32.1	Add the following at the end: "In addition, the supplier shall be responsible for all taxes, duties, license fees, Octroi, road permit fees etc., incurred in Purchaser's country until delivery of the contracted Goods to the Purchaser ".
GCC 32.2	Add the words "Octroi, road permit fees" between words "fees" and "etc".

SECTION VI.

SCHEDULE OF REQUIREMENTS

Schedule of Requirements of STI/RTI Drugs Kits

Schedule No.	Kit No	Description of Goods	Unit	Quantity (in Kits)
I	1	Tab Azithromycin 1 gram and Tab Cefixime 400 mg	One tablet of each drug in one kit	351224
II	2	Tab Secnidazole 1 gram and Tab Fluconazole 150 mg	Two tablets of Secnidazole and One tablet of Fluconazole in one kit	929709
III	3	Inj Benzathine Penicillin 2.4 MU and Tab Azithromycin 1 gram and Disposable syringe 10 ml with 21 gauge needle and sterile water 10 ml	One vial and one tablet each drug in one kit with One syringe and One Phial of distilled water	309903
IV	4	Cap./Tab Doxycycline 100mg and Tab. Azithromycin 1 gram	Thirty cap/ tablets of Doxycycline and One Tablet of Azithromycin in each drug in one kit	2066
V	5	Tab Acyclovir 400 mg	Twenty One tablets of drug in one kit	309903
VI	6	Tab Cefixime 400 mg and Tab Metronidazole 400 mg and Cap./Tab Doxycycline 100mg	One tablet of Cefixime and Twenty Eight Tablets of Metronidazole and Cap/tab Doxycycline each drug in one kit	123961
VII	7	Cap./Tab Doxycycline 100mg and Tab. Azithromycin 1 gram	Forty two Cap/Tablets of Doxycycline and One tablet of Azithromycin in each drug in one kit	41320

Bid Security required:

Schedule No.	Kit No	Bid Security in INR	Bid Security in USD
I	1	772,000	19,300
II	2	182,000	4,500
III	3	535,000	13,000
IV	4	12,000	290
V	5	1,593,000	39,000
VI	6	276,000	6,900
VII	7	136,000	3,400

Details of the Kits

Schedule I

Kit	Number required	Color	Drug composition with number of Tablets required	
			Tab. Azithromycin 1 gm	Tab. Cefixime 400mg
Kit-1	351224	Grey	351224	351224

Schedule II

Kit	Number required	Color	Drug composition with number of Tablets required	
			Tab. Secnidazole 1 gm	Tab.Flucanazole 150 mg
Kit-2	929709	Green	1859418	929709

Schedule III

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required			
			Tab. Azithromycin 1 gm	Inj Benzathine Penicillin 2.4 MU	Disttilled water ampule (10ml)	Disposable syringe (10ml) with 21 gauze needle
Kit-3	309903	White	309903	309903	309903	309903

Schedule IV

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required	
			Tab. Azithromycin 1 gm	Doxycycline 100mg (30tab/cap per kit)
Kit-4	2066	Blue	2066	61980

Schedule V

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required
			Acyclovir 400 mg(21 Tab per kit)
Kit-5	309903	Red	6507963

Schedule VI

Kit	Number required	Color	Drug composition with number of Tab/Cap/Inj required		
			Tab. Cefixime 400mg	Metronidazole 400 mg (28 Tab per Kit)	Doxycycline 100mg (28 Tab per Kit)
Kit-6	123961	Yellow	123961	3470908	3470908

Schedule VII

Kit	Number required	Color	Drug composition with number of Tab/Cap required	
			Tab. Azithromycin 1 gm	Doxycycline 100mg (42 Tab per Kit)
Kit-7	41320	Black	41320	1735440

Summary of requirement

STI/RTI Drug Kits requirement									
Kit	Quantity of Kits	Azithromycin 1 gm	Cefixime 400 mg	secnidazole 1 gm	Flucanazole 150 mg	Inj Benzathine Penicillin 2.4 MU	Doxycycline 100mg	Acyclovir 400 mg	Metronidazole 400 mg
k-1	351224	351224	351224						
k2	929709			1859418	929709				
k-3	309903	309903				309903			
k-4	2066	2066					61980		
k-5	309903							6507963	
k-6	123961		123961				3470908		3470908
k-7	41320	41320					1735440		
Total Kits	2068087	704514	475185	1859418	929709	309903	5268353	6507966	3470915

TERMS OF DELIVERY

For Group 'A' 'B' & 'C' Bidders : Either CIP or CPT (to be decided before signing of contract) final destination as given below.

Delivery Schedule:

50% quantity for each consignee within 60 days, 25% between 60 and 120 days and balance 25% between 120 and 180 days of Notification of Award.

Description of Kits

Product code number	Product Name (Generic)	Pharmacopia standards	Strength	Dosage form	Number of generic product per each kit	Product description
Product code 1- STI/RTI tretament Kit1 for UD;ARD and Cervicitis	Azithromycin	I.P.orEquivalent	1 gm	Tablet	1	Treatment kit 1 for treating UD; ARD; Cervicits. Each kit contains one combi-pack of Schedule1 in one pouch. Color of pouch is Grey(25%)
	Cefixime	I.P.orEquivalent	400 mg	Tablet	1	
Product code 2- STI/RTI tretament Kit2 for Vaginitis	Secnidazole	I.P.orEquivalent	1 gm	Tablet	2	Treatment kit 2 for treating Vaginitis. Each kit contains one combi-pack of Schedule1 in one pouch. Color of pouch is Green
	Fluconazole	I.P.orEquivalent	150 mg	Tablet/ Capsule	1	
Product code 3- STI/RTI treatment Kit 3 for GUD (Genital Ulcer Diseases)	Azithromycin	I.P.orEquivalent	1 gm	Tablet	1	Treatment kit 3 for treating GUD. Each kit contains one combi-pack of Schedule1 in one pouch. And Schedule 2 in another pouch. Both are kept in a separate pouch. The colour of the pouch is White.
	Benzathine Pencillin	I.P.orEquivalent	2.4 MU	Vial	1	
	Disposable syringe	*	10 ml capacity	NA	1	
	Disposable Needle	*	21 gauze	NA	1	
	Distilled water	I.P.orEquivalent	10 ml	Plastic phial	1	

Product code 4- STI/RTI treatment Kit 4 for GUD (Gentital Ulcer Diseases)	Azithromycin	I.P.orEquivalent	1 gm	Tablet	1	Treatment kit 4 for treating GUD. Each kit contains one combi-pack of Schedule1 in one pouch. Color of pouch is Blue.
	Doxycycline	I.P.orEquivalent	100 mg	Capsule/Tablet	30	
Product code 5- STI/RTI treatment Kit 5 for GUD (Gentital Ulcer Diseases)	Acyclovir	I.P.orEquivalent	400 mg	Tablet	21	Treatment kit 5 for treating GUD. Each kit contains one combi-pack of Schedule1 in one pouch. Color of pouch is Red.
Product code 6- STI/RTI treatment Kit 6 for LAP (Lower Abdominal Pain)	Cefixime	I.P.orEquivalent	400 mg	Tablet	1	Treatment kit 6 for treating LAP. Each kit contains one combi-pack of Schedule1 in one pouch. Color of pouch is Red.
	Doxycycline	I.P.orEquivalent	100 mg	Capsule/Table t	28	
	Metronidazole	I.P.orEquivalent	400 mg	Tablet	28	
Product code 7- STI/RTI tretament Kit 7 for IB (Inguinal Bubo)	Azithromycin	I.P.orEquivalent	1 gm	Tablet	1	Treatment kit 7 for treating IB. Each kit contains one combi-pack of Schedule1 in one pouch. Color of pouch is Black.
	Doxycycline	I.P.orEquivalent	100 mg	Capsule/Tablet	42	

Consignee (State AIDS Control Society) wise distribution of Kits

ScheduleI (Kit 1)

Consignee	Franchised Clinic	Gov. Designated Clinic	Total No of Kits
A & N Islands	0	113	113
Andhra Pradesh	3672	22809	26481
Aru. Pradesh	0	332	332
Assam	0	8267	8267
Bihar	4590	25901	30491
Chandigarh	306	291	597
Chhatisgarh	0	6523	6523
D & N Haveli	0	72	72
Daman & Diu	0	51	51
Delhi	1224	4646	5870
Goa	306	443	749
Gujarat + Ahm	1836	15601	17437
Haryana	0	6567	6567
HP	0	1820	1820
J&K	0	3359	3359
Jharkhand	0	8302	8302
Karnataka	2448	15925	18373
Kerala	0	9510	9510
Lakshadweep	0	19	19
MP	1530	19087	20617
Maharashtra +Mumbai	3672	29596	33268
Manipur	1224	728	1952
Meghalaya	0	702	702
Mizoram	612	272	884
Nagaland	1530	606	2136
Orissa	1530	11075	12605
Pondicherry	0	297	297
Punjab	612	7374	7986
Rajasthan	2142	17826	19968
Sikkim	0	165	165
Tamil Nadu+Chennai	3060	18468	21528
Tripura	0	972	972
Uttar Pradesh	1836	52560	54396
Uttaranchal	0	2625	2625
West Bengal	1836	24357	26193
Sub-Total	**33966**	**317258**	351224
Total Kits	**351224**		

Schedule II (Kit 2)

Consignee	Franchised Clinic	Gov. Designated Clinic	Total No of Kits
A & N Islands	0	299	299
Andhra Pradesh	9720	60376	70096
Aru. Pradesh	0	880	880
Assam	0	21882	21882
Bihar	12150	68562	80712
Chandigarh	810	770	1580
Chhatisgarh	0	17267	17267
D & N Haveli	0	189	189
Daman & Diu	0	136	136
Delhi	3240	12298	15538
Goa	810	1174	1984
Gujarat + Ahm	4860	41296	46156
Haryana	0	17382	17382
HP	0	4817	4817
J&K	0	8891	8891
Jharkhand	0	21976	21976
Karnataka	6480	42155	48635
Kerala	0	25172	25172
Lakshadweep	0	50	50
MP	4050	50524	54574
Maharashtra +Mumbai	9720	78342	88062
Manipur	3240	1926	5166
Meghalaya	0	1859	1859
Mizoram	1620	719	2339
Nagaland	4050	1604	5654
Orissa	4050	29316	33366
Pondicherry	0	786	786
Punjab	1620	19519	21139
Rajasthan	5670	47185	52855
Sikkim	0	436	436
Tamil Nadu+Chennai	8100	48885	56985
Tripura	0	2574	2574
Uttar Pradesh	4860	139129	143989
Uttaranchal	0	6948	6948
West Bengal	4860	64475	69335
Sub-Total	**89910**	**839799**	929709
Total Kits	**929709**		

Schedule III (Kit 3)

Consignee	Franchised Clinic	Gov. Designated Clinic	Total No of Kits
A & N Islands	0	100	100
Andhra Pradesh	3240	20125	23365
Aru. Pradesh	0	293	293
Assam	0	7294	7294
Bihar	4050	22854	26904
Chandigarh	270	257	527
Chhatisgarh	0	5756	5756
D & N Haveli	0	63	63
Daman & Diu	0	45	45
Delhi	1080	4099	5179
Goa	270	391	661
Gujarat + Ahm	1620	13765	15385
Haryana	0	5794	5794
HP	0	1606	1606
J&K	0	2964	2964
Jharkhand	0	7325	7325
Karnataka	2160	14052	16212
Kerala	0	8391	8391
Lakshadweep	0	17	17
MP	1350	16841	18191
Maharashtra +Mumbai	3240	26114	29354
Manipur	1080	642	1722
Meghalaya	0	620	620
Mizoram	540	240	780
Nagaland	1350	535	1885
Orissa	1350	9772	11122
Pondicherry	0	262	262
Punjab	540	6506	7046
Rajasthan	1890	15728	17618
Sikkim	0	145	145
Tamil Nadu+Chennai	2700	16295	18995
Tripura	0	858	858
Uttar Pradesh	1620	46376	47996
Uttaranchal	0	2316	2316
West Bengal	1620	21492	23112
Sub-Total	**29970**	**279933**	309903
Total Kits	**309903**		

Schedule IV (Kit 4)

Consignee	Franchised Clinic	Gov. Designated Clinic	Total No of Kits
A & N Islands	0	1	1
Andhra Pradesh	22	134	156
Aru. Pradesh	0	2	2
Assam	0	49	49
Bihar	27	152	179
Chandigarh	2	2	4
Chhatisgarh	0	38	38
D & N Haveli	0	0	0
Daman & Diu	0	0	0
Delhi	7	27	35
Goa	2	3	4
Gujarat + Ahm	11	92	103
Haryana	0	39	39
HP	0	11	11
J&K	0	20	20
Jharkhand	0	49	49
Karnataka	14	94	108
Kerala	0	56	56
Lakshadweep	0	0	0
MP	9	112	121
Maharashtra +Mumbai	22	174	196
Manipur	7	4	11
Meghalaya	0	4	4
Mizoram	4	2	5
Nagaland	9	4	13
Orissa	9	65	74
Pondicherry	0	2	2
Punjab	4	43	47
Rajasthan	13	105	117
Sikkim	0	1	1
Tamil Nadu+Chennai	18	109	127
Tripura	0	6	6
Uttar Pradesh	11	309	320
Uttaranchal	0	15	15
West Bengal	11	143	154
Sub-Total	**200**	**1866**	2066
Total Kits	**2066**		

Schedule V (Kit 5)

Consignee	Franchised Clinic	Gov. Designated Clinic	Total No of Kits
A & N Islands	0	100	100
Andhra Pradesh	3240	20125	23365
Aru. Pradesh	0	293	293
Assam	0	7294	7294
Bihar	4050	22854	26904
Chandigarh	270	257	527
Chhatisgarh	0	5756	5756
D & N Haveli	0	63	63
Daman & Diu	0	45	45
Delhi	1080	4099	5179
Goa	270	391	661
Gujarat + Ahm	1620	13765	15385
Haryana	0	5794	5794
HP	0	1606	1606
J&K	0	2964	2964
Jharkhand	0	7325	7325
Karnataka	2160	14052	16212
Kerala	0	8391	8391
Lakshadweep	0	17	17
MP	1350	16841	18191
Maharashtra +Mumbai	3240	26114	29354
Manipur	1080	642	1722
Meghalaya	0	620	620
Mizoram	540	240	780
Nagaland	1350	535	1885
Orissa	1350	9772	11122
Pondicherry	0	262	262
Punjab	540	6506	7046
Rajasthan	1890	15728	17618
Sikkim	0	145	145
Tamil Nadu+Chennai	2700	16295	18995
Tripura	0	858	858
Uttar Pradesh	1620	46376	47996
Uttaranchal	0	2316	2316
West Bengal	1620	21492	23112
Sub-Total	**29970**	**279933**	309903
Total Kits	**309903**		

Schedule VI (Kit 6)

Consignee	Franchised Clinic	Gov. Designated Clinic	Total No of Kits
A & N Islands	0	40	40
Andhra Pradesh	1296	8050	9346
Aru. Pradesh	0	117	117
Assam	0	2918	2918
Bihar	1620	9142	10762
Chandigarh	108	103	211
Chhatisgarh	0	2302	2302
D & N Haveli	0	25	25
Daman & Diu	0	18	18
Delhi	432	1640	2072
Goa	108	157	265
Gujarat + Ahm	648	5506	6154
Haryana	0	2318	2318
HP	0	642	642
J&K	0	1185	1185
Jharkhand	0	2930	2930
Karnataka	864	5621	6485
Kerala	0	3356	3356
Lakshadweep	0	7	7
MP	540	6737	7277
Maharashtra +Mumbai	1296	10446	11742
Manipur	432	257	689
Meghalaya	0	248	248
Mizoram	216	96	312
Nagaland	540	214	754
Orissa	540	3909	4449
Pondicherry	0	105	105
Punjab	216	2603	2819
Rajasthan	756	6291	7047
Sikkim	0	58	58
Tamil Nadu+Chennai	1080	6518	7598
Tripura	0	343	343
Uttar Pradesh	648	18551	19199
Uttaranchal	0	926	926
West Bengal	648	8597	9245
Sub-Total	**11988**	**111973**	123961
Total Kits	**123961**		

Schedule VII (Kit 7)

Consignee	Franchised Clinic	Gov. Designated Clinic	Total No of Kits
A & N Islands	0	13	13
Andhra Pradesh	432	2683	3115
Aru. Pradesh	0	39	39
Assam	0	973	973
Bihar	540	3047	3587
Chandigarh	36	34	70
Chhatisgarh	0	767	767
D & N Haveli	0	8	8
Daman & Diu	0	6	6
Delhi	144	547	691
Goa	36	52	88
Gujarat + Ahm	216	1835	2051
Haryana	0	773	773
HP	0	214	214
J&K	0	395	395
Jharkhand	0	977	977
Karnataka	288	1874	2162
Kerala	0	1119	1119
Lakshadweep	0	2	2
MP	180	2246	2426
Maharashtra +Mumbai	432	3482	3914
Manipur	144	86	230
Meghalaya	0	83	83
Mizoram	72	32	104
Nagaland	180	71	251
Orissa	180	1303	1483
Pondicherry	0	35	35
Punjab	72	868	940
Rajasthan	252	2097	2349
Sikkim	0	19	19
Tamil Nadu+Chennai	360	2173	2533
Tripura	0	114	114
Uttar Pradesh	216	6184	6400
Uttaranchal	0	309	309
West Bengal	216	2866	3082
Sub-Total	**3996**	**37324**	41320
Total Kits	**41320**		

Section VII
Technical Specifications

PART A: TECHNICAL SPECIFICATIONS

Important notice

Bidders are required to complete the following with "Yes", "No" or specific information requested for the items being supplied. Answers such as "see specifications attached", are unacceptable. Your bid may be considered non-compliant unless all questions are answered thoroughly. Bidders are NOT allowed to make any change in the "Our minimum requirements" columns of the comparative data tables below. Such changes might disqualify your bid.

Bidders shall include with their bid any other pertinent information that UNOPS should know in order to evaluate the bid properly.

No.	Product Name (Generic)	Pharmacopoeia standards	Strength	Dosage form	Pl Fill in
1	Azithromycin	I.P. or equivalent	1 gm	Tablet	Yes/No
2	Cefixime	I.P. or equivalent	400 mg	Tablet	Yes/No
3	Doxycycline	I.P. or equivalent	100 mg	Tablet / Capsule	Yes/No
4	Secnidazole	I.P. or equivalent	1 gm	Tablet	Yes/No
5	Metronidazole	I.P. or equivalent	400 mg	Tablet	Yes/No
6	Fluconazole	I.P. or equivalent	150 mg	Tablet / Capsule	Yes/No
7	Acyclovir	I.P. or equivalent	400 mg	Tablet	Yes/No
8	Inj Benzathine Penicillin	I.P. or equivalent	2.4 MU	Injection	Yes/No

PART B: GENERAL TECHNICAL SPECIFICATIONS

General Specifications:

Our Minimum Requirements	*Please fill in*
(I) Product and Package Specifications	
1.1 The pharmaceuticals to be purchased by the Purchaser under this Invitation for Bids are included in the purchaser's national essential drugs list or national formulary.	Yes/No
1.2 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). 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. In case the pharmaceutical or vaccine is not included in the specified compendium, the Supplier, upon award of the contract, must provide the reference standards and testing protocols to allow for quality control testing.	Yes/No
1.3 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.	Yes/No
1.4 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.	Yes/No
(II) Product information	
2.1 The following information will be required for each pharmaceutical and vaccine product offered by the Bidder: i) International Non-proprietary Na me (INN); ii) Brand name (if it appears on label); iii) Name and address of the manufacturer; iv) Country of Origin; and v) Compendia standards.	Yes/No
2.2 Upon award, the supplier shall on demand provide a translated version in the language of the Bid of the prescriber's	Yes/No

information for any specific product the Purchase r may request. 2.3 Failure to include any of this information, at the discretion of the Purchaser, render the Bid non-responsive.	Yes/No
(III) Expiration date	
3.1 All products must indicate the dates of manufacture and expiry. In addition, unless otherwise stated in Part A of these Specifications, all products must arrive at the 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. 3.2 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.	Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No Yes/No
IV. Recalls	
4.1 If products must be recalled because of problems with product quality or adverse reactions to the pharmaceutical or vaccine, the Supplier will be obligated to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable pharmaceuticals or vaccines, or withdraw and give a full refund if the product has been taken off the market due to safety problems	Yes/No
(V) Labelling Instructions	
5.1 The label for each pharmaceutical and vaccine products shall meet the WHO GMP standard and include:	Yes/No

i) the INN or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;	Yes/No
ii) the active ingredient "per unit dose, tablet or capsule, etc.;	Yes/No
iii) the applicable pharmacopoeia standard;	Yes/No
iv) content per pack;	Yes/No
v) special storage requirements;	Yes/No
vi) batch number; and	Yes/No
vii) date of manufacture and date of expiry.	Yes/No
vii) colour coding as mentioned in schedule of requirement	Yes/No
5.2 The outer case or carton should also display the above information	Yes/No
(VI) Case Identification	
(i) All cases should prominently indicate the following:	
(a) Purchaser's line and code numbers	Yes/No
(b) the generic name of the product, if any	Yes/No
(c) date of manufacture and expiry (in clear language not code)	Yes/No
(d) batch number	Yes/No
(e) quantity per case	Yes/No
(f) special instructions for storage	Yes/No
(g) name and address of manufacture with license number	Yes/No
(h) any additional cautionary statements	Yes/No
(ii) No case should contain Kits from more than one batch	Yes/No
(VII) Unique Identifier	
7.1 The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging and in certain dosage forms such as tablets and this will be indicated in Part A of the Technical Specifications. The design of such logo shall be provided to the Supplier at the time of Contract award.	Yes/No
(VIII) Qualifications of manufacturer:	
8.1 The Bidder shall furnish a certificate from the competent	

FDRA (Form 5) that the manufacturer of the pharmaceutical or vaccine product covered by this Invitation for Bid is licensed to manufacture these products.	

General Requirements for Standards and Quality Assurance Requirements:

(IX) Our Minimum Requirements	***Please fill in***
9.1 All products must:	
(a) Conform to all the specifications contained herein; and	Yes/No
(b) meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin	
(c) 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.	Yes/No
9.2 The Bidder will be required to furnish to the Purchaser: a) 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 and Part A of these Specifications; (b) Assay methodology of any or all tests if requested. (c) evidence of bio-availability and/or bio-equivalence for certain critical pharmaceuticals or vaccines upon request (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.	Yes/No Yes/No Yes/No Yes/No
9.3 The Bidder will also be required to provide the Purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished Kit	Yes/No

PART C. SPECIAL INSTRUCTIONS

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	:	Third National HIV/AIDS Control Project (NACO)
ii)	UNOPS Purchase Order No.	:	
iii)	Country of origin of Goods	:	
iv)	Supplier's Name and	:	
v)	Packing list reference number	:	

   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 UNOPS.
ii) Project:	Third National HIV/AIDS Control Project (NACO)
iii) UNOPS Purchase Order No :	
iv)Country of origin of Goods:	
v)Supplier's Name	

SECTION VIII. SAMPLE FORMS

SAMPLE FORMS

1. Bid Form

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

Credit No.:

IFB No.*:*

Name of Contract

To: The Chief of Procurement, *United Nations Office for Project Services (UNOPS)*

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda/Amendment Nos. *[insert **numbers**]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of:

	*[insert: **amount of local currency in words**]*	*([insert: **amount of local currency in figures**])*
plus	*[insert: **amount of foreign currency A in words**]*	*([insert: **amount of foreign currency A in figures**])*
[as appropriate, include the following]		
plus	*[insert: **amount of foreign currency B in words**]*	*([insert: **amount of foreign currency B in figures**])*
plus	*[insert: **amount of foreign currency C in words**]*	*([insert: **amount of foreign currency C in figures**])*

(hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

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

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

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

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

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

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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 and Currency	Purpose of Commission or Gratuity

(if none, state "none")

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

Signed: _____

Date: _____

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

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

2. Price Schedule for Goods Manufactured outside the Country to be imported

(Group C bids)

Name of Bidder _____. IFB Number _____. Page _____ of ___.

1	2	3	4	5	6	7					8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Unit pack Size	Qty. offered	Unit prices					Total unit price [c+d]	Total price per item [6 x 8]	Shipment weight and volume	Name of manufac-turer	Ctry. of origin	Pharma-copoeial standard
						[a] Unit price FOB port of loading	[b] CPT named place of destination	[c] Insurance	[d] CIP named place of destination	[e] Other incidental costs as defined in the SCC a						

Note:

(i) For column 9, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

Signed: _____

Dated: _____

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

3. Price Schedule for Domestic Goods Manufactured within the Purchaser's Country

(Group A and Group B bids)

Name of Bidder _____. IFB Number _____. Page _____ of ___.

1	2	3	4	5	6	7				8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices				Total unit price [a+b+c+d]	Total price per item [6 x 8]	Sales and other taxes payable if contract is awarded	Name of manufacturer	Pharma-copoeial standard	Local input in the cost as % of ex-factory price in column 7[a]
						[a] EXW (Ex-factory Ex-warehouse Ex-showroom Off the shelf)	[b] Inland transp., & other local costs incidental to delivery	[c] Insurance	[d] Other incide nt-al costs as define d in the SCC						

Note:

(i) Column 7[b] is to be quoted in accordance with ITB Sub-Clause 16.2 (a) (iii) and (c) (iv) and the related provisions in the Bid Data Sheet.

(ii) For column 9, pursuant to ITB 30.1 in the case of discrepancy between unit price and total price, the unit price shall prevail.

(iii) For column 13, a breakdown of the cost of local labor, local raw materials, and local components provided from within the country should also be indicated separately as specified in ITB Sub-Clause 16.2 along with adequate proof to substantiate each of these local inputs.

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

Signed: _____

Dated: _____

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

Note Bidder should give break up of cost of local labour, raw material and } components from within origin in the Purchaser's country separately}

Local labour- …% of EXW
Raw material …% of EXW
Components …% of EXW

Total …% of EXW

4. Price Schedule for Goods Manufactured outside the Country, Already imported

(Group C bids)

Name of Bidder _____. IFB Number _. Page _ of ___.

1	2	3	4	5	6	7					8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices					Total Unit price [a-b + c+d+e]	Total price per line item [6x8]	Sales and other taxes payable per item if Contract is awarded	Name of manufacture-	Ctry. of origin	Pharma-copoeial standard
						[a] Unit price including Custom Duties and Import Taxes paid and payable	[b] Custom Duties and Import Taxes paid and payable per unit	[c] Insurance	[d] Inland transp., & other local costs incidental to delivery	[e] Other incident-al costs as defined in the SCC						

Note:

(i) Column 7[b] Custom Duties and Import Taxes paid should be supported by documentary evidence.

(ii) For column 9, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

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

Signed:……..….

Dated: ……..…..

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

5. Bid Security Form (Bank Guarantee)

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

_____

*[insert **Bank's Name**, and **Address** of Issuing Branch or Office]*

Beneficiary: UNOPS **Date:** _____

BID GUARANTEE No.: _____

We have been informed that *[insert **name of the Bidder**]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[insert **name of contract**]* under Invitation for Bids No. *[insert **IFB number**]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert **name of Bank**]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert **amount in figures**]* (*[insert **amount in words**]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or

(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's bid.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

_____

[signature(s)]

6. Bid Security (Bid Bond)

Deleted

Form 7. Bid-Securing Declaration

Deleted

Form 8. Manufacturer's Authorization

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

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

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

WHEREAS

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

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.

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**]*

Form 9. 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 in the sum of *[insert: **contract price in words and figures**]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

   (c) Special Conditions of Contract

   (d) The Schedule of requirements

   (e) Technical Requirements (including Technical Specifications)

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

   (g) The Purchaser's Notification of Award

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

3. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the UNOPS to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the UNOPS to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless UNOPS, its officials, agents, and employees and **Government of India** at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.

5. 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.

6. The Supplier acknowledges that the Purchaser acts as procurement agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipments and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.

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

S.No.	Brief Description of Goods	Quantity to be supplied	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"

Form 10. Performance Security Bank Guarantee

_____ *[insert: **Bank's Name, and Address of Issuing Branch or Office**]*

Beneficiary: _____ *[insert: **Name and Address of Purchaser**]*
Date: _____
PERFORMANCE GUARANTEE No.: _____

We have been informed that *[insert: **name of Supplier**]* (hereinafter called "the Supplier") has entered into Contract No. *[insert: **reference number of the contract**]* dated _____ with you, for the supply of *[insert: **description of goods**]* (hereinafter called "the Contract").

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

At the request of the Supplier, we *[insert: **name of Bank**]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: **amount in figures**]* (___) *[insert: **amount in words**]*[10] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ____ day of _____, 2_____,[11] and any demand for payment under it must be received by us at this office on or before that date.This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

_____*[signature(s)]*

Form 11. Bank Guarantee Form for Advance Payment

---

[10] The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

[11] Established in accordance with Clause 8.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial performance guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Deleted

Form 12. Specimen Certificate of a Pharmaceutical Product

Certificate of a Pharmaceutical Product[1]

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

No. of certificate: _____

Exporting (certifying) country: _____

Importing (requesting) country: _____

1. Name and dosage form of product:

_____

1.1 Active ingredients[2] and amount(s) per unit dose.[3]

_____

_____

_____

For complete qualitative composition including excipients, see attached.[4]

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

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

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

If the answer to 1.2 is no, omit section 2A and continue with section 2B.[6]

2A. 1 Number of product license[7] and date of issue:

_____

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

_____

_____

_____

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

2A.3.1 For categories b and c the name and address of the manufacturer producing the dosage form are: [9]

_____

_____

_____

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

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

2A.6 Applicant for certificate, if different from license holder (name and address):[12]

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

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

2B.2.1 For categories b and c the name and address of the manufacturer producing the dosage form are:[9]

_____

_____

_____

2B.3 Why is marketing authorization lacking?

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

2B.4 Remarks:[13]

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

yes/no/not applicable[14] *(key in as appropriate)*

If no or not applicable proceed to question 4.

3.1 Periodicity of routine inspections (years): _____

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

yes/no *(key in as appropriate)*

3.3 Do the facilities and operations conform to GMP as recommended by the World Health Organization?[15]

yes/no/not applicable[16] *(key in as appropriate)*

4. Does the information submitted by the applicant satisfy the certifying authority on all aspects of the manufacture of the product?[11]

yes/no *(key in as appropriate)*

If no, explain: _____

_____

Address of certifying authority: _____

Telephone number: _____ Fax number: _____

Name of authorized person:

_____

Signature:

_____

Stamp and date:

_____

General instructions

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

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

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

Explanatory notes

1 This certificate, which is in the format recommended by WHO, establishes the status of the pharmaceutical product and of the applicant for the certificate in the exporting country. It is for a single product only since manufacturing arrangements and approved information for different dosage forms and different strengths can vary.

2 Use, whenever possible, international nonproprietary names (INNs) or national nonproprietary names.

3 The formula (complete composition) of the dosage form should be given on the certificate or be appended.

4 Details of quantitative composition are preferred, but their provision is subject to the agreement of the product-license holder.

[5] When applicable, append details of any restriction applied to the sale, distribution, or administration of the product that is specified in the product license.

[6] Sections 2A and 2B are mutually exclusive.

[7] Indicate, when applicable, if the license is provisional or if the product has not yet been approved.

[8] Specify whether the person responsible for placing the product on the market:

(a) manufactures the dosage form;

(b) packages and/or labels a dosage form manufactured by an independent company; or

(c) is involved in none of the above.

[9] This information can be provided only with the consent of the product-license holder or, in the case of non-registered products, the applicant. Noncompletion of this section indicates that the party concerned has not agreed to inclusion of this information. It should be noted that information concerning the site of production is part of the product license. If the production site is changed, the license must be updated or it will cease to be valid.

[10] This refers to the document, prepared by some national regulatory authorities, that summarizes the technical basis on which the product has been licensed.

[11] This refers to product information approved by the competent national regulatory authority, such as a Summary of Product Characteristics (SPC).

[12] In this circumstance, permission for issuing the certificate is required from the product-license holder. This permission must be provided to the authority by the applicant.

[13] Please indicate the reason that the applicant has provided for not requesting registration:

(a) The product has been developed exclusively for the treatment of conditions—particularly tropical diseases—not endemic in the country of export.

(b) The product has been reformulated with a view to improving its stability under tropical conditions.

(c) The product has been reformulated to exclude excipients not approved for use in pharmaceutical products in the country of import.

(d) The product has been reformulated to meet a different maximum dosage limit for an active ingredient.

(e) Any other reason, please specify.

[14] Not applicable means that the manufacture is taking place in a country other than that issuing the product certificate and inspection is conducted under the aegis of the country of manufacture.

[15] The requirements for good practices in the manufacture and quality control of drugs referred to in the certificate are those included in the thirty-second report of the Expert Committee on Specifications for Pharmaceutical Preparations (WHO Technical Report Series, No. 823, 1992, Annex 1). Recommendations specifically applicable to biological products have been formulated by the WHO Expert Committee on Biological Standardization (WHO Technical Report Series, No. 822, 1992, Annex 1).

[16] This section is to be completed when the product-license holder or applicant conforms to status (b) or (c) as described in note 7 above. It is of particular importance when foreign contractors are involved in the manufacture of the product. In these circumstances the applicant should supply the certifying authority with information to identify the contracting parties responsible for each stage of manufacture of the finished dosage form, and the extent and nature of any controls exercised over each of these parties.

The layout for this Model Certificate is available on diskette in WordPerfect from the Division of Drug Management and Policies, World Health Organization, 1211 Geneva 27, Switzerland.

Form 13

Declaration regarding Deemed Export

(Name of the Project)

(Declaration regarding Deemed Export Benefits)

(Bidder's Name and Address):

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

Dear Sir,

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits for reasons whatsoever, Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of Project Authority/ Payment certificate in terms of the Export and Import Policy of the Government of India:

(A) (i) Value of import content of supply to be made by the Bidder Rs. _____
(exchange rate one US$ = Rs ___)

:

(B) Deleted

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

Date: ---------- Signature)
_____

Place: ---------- (Print Name) _____

(Designation) _____
(Common Seal) _____

Form 14-PERFORMA FOR PERFORMANCE STATEMENT
(For a period of last five years)

Bid no:_____ Date of Opening_____
Time_____hrs

Name of the Firm _____

Order placed by (Full address of Purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery,if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Signature and seal of the Bidder _____

Countersigned by and seal of Chartered Accountant _____

Note: 1. a. For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.

b. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct alongwith

. 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 orders.

Form 15

QUALIFICATION FORM
CAPACITY AND QUALITY CERTIFICATION FORM

[RELEVANT COUNTRY AUTHORITY]

IFB NO. DATE

1. Name of the firm:

   Address _____

   Telephone _____ Telex _____

   Telefax _____ Cable _____

2. Name of principals or owner(s):

   Address _____

   Telephone _____ Telex _____

   Telefax _____ Cable _____

3. _____ (Name of firm) is properly registered to supply pharmaceuticals or vaccines in _____(name of country), is in good legal and statutory standing with the responsible health authorities in that country, and is licensed as a primary manufacturer of the range of pharmaceuticals or vaccines to be offered. (The list of items to be offered is attached).

4. The production capacities for _____ (name of firm) follow:

   The installed capacity for this firm is as follows:

	Annual Capacity Non-Sterile	Annual Capacity Sterile
Dry:	Tablets Capsules Sachets	Vials Bottles
	Wet: (Liquids and Colloids)	Internal Syrups Ampoules Suppositories I.V. Fluids Aerosols External Liquids Drops/Ointments Creams Ointments

5. _____ (Name of firm) retains full records of production batches and quality control test results, has demonstrated compliance with the WHO GMP quality standards during the past two years, and will exhibit these on request.

6. _____ (Name of firm) has manufactured and marketed the specific goods covered by this bidding document offered, for at least two (2) years, and similar goods for atleast five (5) years.

7. _____ (Name of firm) has experience with and knowledge of modes of packaging, distribution, and transportation of pharmaceuticals or vaccines in countries similar to that of the Purchaser in terms of level of development, climate etc. The following countries have been supplied pharmaceuticals or vaccines worth at least US$ 50,000 within the past five years:

_____
_____

8. We hereby certify that the above information is true and accurate to the best of our knowledge. We understand that the provision of information that is later found to be false is sufficient justification for disqualification.

Signature of the Officer
in relevant Country Authority _____

Date:_____

Full name (Printed)

_____

Position of officer
in relevant Country
Authority_____

NOTE: For item 6 & 7 only certificates from Auditor of the Company (not any other CA) will also be acceptable.

FORM 16
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following stores have been received in good condition:-

1. Name of the item supplied

2. Notification of Award No. :
3. Name of the Supplier/Manufacturer :

4. No. of Units supplied :

5. Place of destination :

6. Invoice No. & Date :

7. Details of Batch Nos., Date of Manufacturing & Expiry :

8. Name and Address of the Consignee :

9. Date of receipt by the Consignee :

10. Signature of authorized representative of Consignees with date :
(Name of Designation of the signatory also to be specified)

11. Seal of the Consignee

The undersigned hereby certifies that the aforesaid goods have been verified and the goods are found to be in order.

Signature of the authorized representative of the consignee:

Name & Designation

Appendix A

CHECKLIST (Not Exhaustive)

SL No		Activity	Yes/No/NA	Page No. in the bid	Remark
1	(a)	Have you enclosed Bid Security for required amount? Refer ITB & BDS 19 and Schedule of requirement			
	(b)	Have you submitted Bid Security in the form of Bank Guarantee and as per the form 5 of Section VIII?			
	(c)	If yes, have you given the validity of Bank Guarantee as per clause 19.2 of ITB			
	(d)	Have you mentioned the beneficiary of Bank Guarantee as UNOPS(do not mention additional wordings)			
	(e)	Have you submitted Bid Security in the form of certified cheque or Demand draft in favour of UNOPS New Delhi and valid upto al least 28 day beyond the bid validity.			
2	(a)	Have you enclosed Bid Form duly signed?			
	(b)	Have you enclosed Power of Attorney in favour of the signatory?			
3	(a)	Do you want to avail deemed export benefits?			
	(b)	If yes, have you enclosed Form of Declaration regarding Deemed Export(Form 13)			
4.		Have you submitted the certificate of incorporation?			
5	(a)	Have you enclosed a copy of license for the subject item issued by the Regulatory Authority?			
	(b)	If yes, whether the license for manufacture valid as on the date of bid opening?			
	(c)	If yes, have you enclosed the copy issued by the licensing authority?			
6.		Have you enclosed documents establishing eligibility for the health sector goods?			

7	(a)	Have you enclosed clause-by-clause commentary on the compliance of goods to purchaser's Technical specifications?			
	(b)	Have you enclosed a statement of deviations and exceptions on above?			
8.		Have you submitted testing protocols?			
9.	(a)	Are you registered with CDSCO for import of goods in India?			
	(b)	If not, have you applied for that so as to receive before the contract award?			
10.		Have you submitted Manufacturing and Marketing experience as per the bid document?			
11.		Have you submitted satisfactory performance certificate as per the Performa for performance statement in Sec. VIII of Bidding Document			
12	(a)	Have you submitted WHO GMP Certificate			
	(b)	Have you submitted the certificate of Pharmaceutical Product as per prescribed Form in Section VIII			
13	(a)	Is the GMP certificate valid on date of bid opening?			
	(b)	If yes, have you submitted copy of extension certificate, if any granted by the regulatory authority?			
14.		Have you disclosed instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years?			
15	(a)	If you are a manufacturer, have you submitted copy of the order(s) and end user's/client's certificate of satisfaction for one similar completed contract as mentioned in ITB 7.1 (A) of BDS			
	(b)	If you are not a manufacturer, have you submitted copy of the order(s) and end user's/client's certificate of satisfaction for one similar completed contract for supply only as mentioned in ITB 7.1(B) of BDS			
16		Have you submitted a certificate regarding Annual production capacity duly certified by Regulatory Authority?			

17		Have you submitted a certificate regarding average annual turnover duly certified by a chartered accountant?			
18		Have you submitted a statement of achieved annual production rate duly certified by CA?			
19		Have you submitted copies of audited financial statement for the last three years, with accompanying audit report?			
20		Have you submitted details of onsite quality control laboratory facilities and services and range of test conducted?			
21		Have you submitted a write-up on your production capabilities?			
22		Have you submitted capacity and quality certification form in the specified format (Form 15)?			
23		Have you submitted manufacturers authorization in prescribed Form 8?			
24		Have you indicated price(s) in the price schedule indicating the break up of cost?			
25		If a joint venture company have you submitted Legally valid joint venture Agreement			
26		Have you submitted no deviation statement on commercial conditions?			
27	(a)	Have you confirmed that you agree with all terms and condition of the bid document?			
	(b)	If no, have you indicated deviations?			
28.		Have you kept validity of the offer as per the bid document?			
29.		Have you confirmed payment terms?			
30		Have you confirmed delivery period, as per bid document?			
31.		Have you submitted offer as per bid document?			
32.	(a)	Have you separately indicated in the price schedule, element for freight and insurance and other incidentals for delivery at site?			
	(b)	Have you clearly indicated the cost of cargo insurance so that award can be done on either CPT or CIP basis			

33.	Have you complied with the warranty declaration without any variation GCC Clause 15?			
34.	Have you quoted for the full quantity of Goods mentioned in the schedule/s offered.			
35.	Have you furnished documents establishing your eligibility & qualification as per clause 7 of ITB?			
36	Have agreed in all respect to clauses concerning:			
	a. Performance security (GCC Clause. 8)			
	b. Force majeure (GCC Clause 24)			
	c Applicable law(GCC Clause 30)			
	d. Taxes & Duties (GCC Clause 32)			
	e. Inspection & Tests (GCC 9)			
37	**Some of the clauses of the ITB are amended in Bid Data Sheet. Have you prepared the Bid Documents keeping in view** **(a) The clauses in Bid Data Sheet which may amend or modify the clauses in ITB**			
	(b) all the notified amendments			
	(c) Bid Document is duly page numbered and List of Contents			

Signature of the Bidder with Seal