

MINISTRY OF HEALTH & FAMILY WELFARE



Government of India

EMPOWERED PROCUREMENT WING (EPW)

INTERNATIONAL COMPETITIVE BIDDING (ICB)

Funding: Domestic Budget

BID DOCUMENT

For

PROCUREMENT OF SYNTHETIC PYRETHROID (WDP)

NATIONAL VECTOR BORNE DISEASE CONTROL PROJECT (NVBDCP)

IFB NO.:- RITES/MSM/EPW/NVBDCP/07/2015/DOM



(Procurement Agent)

Materials System Management Division

RITES OFFICE COMPLEX, ANNEX BUILDING, 4TH FLOOR

Plot No.144, Sector 44

Gurgaon - 122003, Haryana

INDIA

Fax: 91 (124)/2571659

Tel: 91(124) 2728450,411,461

Email: rites_epw@rediffmail.com

**MINISTRY OF HEALTH & FAMILY WELFARE
Empowerment Procurement Wing**

Through

**RITES Ltd.,
RITES OFFICE COMPLEX-2, ANNEX BUILDING, 4TH
FLOOR Plot No.144, Sector 44, Gurgaon - 122003, Haryana,
INDIA
Fax: 91 (124)/2571659
Tel: 91(124) 2728450,411,461**

INTERNATIONAL COMPETITIVE BIDDING

FOR

PROCUREMENT OF SYNTHETIC PYRETHROID (WDP)

NAME OF THE PROJECT :- *National Vector Borne Disease Control Project (NVBDP)*

BID REFERENCE :- **RITES/MSM/EPW/NVBDCP/07/2015/DOM**

**DATE OF COMMENCEMENT
OF SALE OF BID DOCUMENT** : **07.08.2015 from 10:00 Hrs**

**DATE AND TIME OF PRE-BID
CONFERENCE** : **17.08.2015 at 15:00 Hrs**

**LAST DATE AND TIME FOR
RECEIPT OF BID** : **08.09.2015 before 14:00 Hrs**

**TIME AND DATE OF OPENING
OF BIDS** : **08.09.2015 at 14:15 Hrs**

PLACE OF OPENING OF BIDS : **RITES Ltd.,
4th Floor RITES Office Complex-2,
Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India
Fax: 91 (124)/2571659
Tel: 91(124) 2728450,411,461**

ADDRESS FOR COMMUNICATION: **Same as above**

CONTENTS

<i>Invitation</i>	4
<i>For Bids</i>	4
<i>Section I.</i>	7
<i>Instructions To Bidders</i>	7
Table of Clauses.....	8
<i>Section II. General Conditions Of Contract</i>	36
Table of Clauses.....	37
<i>Section III.</i>	60
<i>Schedule of Requirements</i>	60
<i>Schedule Of Requirements</i>	61
<i>Section IV</i>	63
<i>Technical Specifications</i>	63
<i>Section V</i>	83
<i>Sample Forms</i>	83
<i>Sample Forms</i>	84

INVITATION
FOR BIDS

Invitation for Bids (IFB)

Country	: India
Name of Project	: National Vector Borne Disease Control Project (NVBDCP)
Name of Goods	: PROCUREMENT OF SYNTHETIC PYRETHROID (WDP)
IFB No	: RITES/MSM/EPW/NVBDCP/07/2015/DOM

1. Ministry of Health & Family Welfare, Govt. of India, intends to utilize part of its domestic budget for eligible payments under the contracts for Procurement of **Synthetic Pyrethroid (WDP)** against Schedule I to XII for which this invitation for bid is issued under **National Vector Borne Disease Control Project (NVBDCP)**.
2. RITES Ltd. (A Govt. of India Enterprise), acting as procurement agent on behalf of Ministry of Health & Family Welfare, Govt. of India now invites sealed bids from eligible bidder for the Procurement of Synthetic Pyrethroid (WDP) for the quantities as per Schedule of Requirement to the consignees situated at various locations in India.
3. Bidding will be conducted through the International Competitive Bidding procedures as per the requirements, under GFR 2005 of Ministry of Finance, GOI, as applicable and is open to all bidders from eligible source countries.
4. Interested eligible bidders may obtain further information from RITES Ltd. and inspect the bidding documents at the address given in Sl. No. 7 from 1000 to 1600 hrs. (IST) on all working days.
5. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of **Rs. 5000 or US \$ 85**. The method of payment will be by Demand Draft/Pay Order in favour of RITES Ltd., Payable at Gurgaon, India. The document may be purchased from **07.08.2015 to 08.09.2015** from the address mentioned below in S. No. 7. The document can be sent by courier on payment of an extra amount of **Rs 900** for domestic bidder and **US\$ 15 (Fifteen)** for overseas bidder if requested by mail.

Bidders can also download the bid document from RITES website "www.rites.com" or "www.eprocure.gov.in". **For downloaded bid document, no fee is required.** 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.

6. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on **17.08.2015 at 15:00 Hrs (IST)** at the address mentioned below in Sl. No. 7. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders. In case the bidder deputed an agent to attend the pre-bid

meeting, the Purchaser will be informed in writing by the bidders regarding the appointment of such agent and a copy of the agreement signed between the bidder and the agent (which will include the scope of services provided by such agent and amount payable by the bidder) will be shared with the Purchaser in advance. If this condition is not complied, such agents will not be allowed to attend the meetings and also no queries from such agents will be entertained by the Purchaser. In addition, the bidder will ensure that such agent does not work simultaneously for two or more competing bidders.

7. Bids must be delivered to the address below before **08.09.2015 before 14:00 Hrs.** All bids must be accompanied by a bid security as specified in the “Section III – 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 **08.09.2015 at 14:15 Hrs.**

**Group General Manager- MSM
RITES Ltd.,
4th Floor, RITES Office Complex-2,
Plot No. 144, Sector 44
Gurgaon - 122003 (Haryana), India
Fax: 91 (124)/2571659
Tel: 91(124) 2728450,411,461
Email: rites_epw@rediffmail.com**

8. Bid documents are non transferable.

SECTION I.
INSTRUCTIONS TO
BIDDERS

TABLE OF CLAUSES

A. Introduction	10
1. Scope of Bid.....	10
2. Source of Funds	10
3. Fraud and Corruption.....	10
4. Eligibility	11
5. Documents Establishing conformity of Goods and Services to Bidding Documents	11
6. Qualifications of the Bidder.....	12
7. One Bid per Bidder	17
8. Cost of Bidding	17
<u>B. The Bidding Documents</u>	17
9. Content of Bidding Documents	17
10. Clarification of Bidding Documents	17
11. Amendment of Bidding Documents	18
<u>C. Preparation of Bids</u>.....	18
12. Language of Bid.....	18
13. Documents Constituting the Bid.....	19
14. Bid Form	20
15. Bid Prices	20
16. Currencies of Bid	22
17. Period of Validity of Bids	22
18. Bid Security	22
19. Alternative Proposals by Bidders.....	23
20. Format and Signing of Bid.....	24
<u>D. Submission of Bids</u>.....	24
21. Sealing and Marking of Bids	24
22. Deadline for Submission of Bids	25
23. Late Bids	25
24. Modification and Withdrawal of Bids	25
<u>E. Opening and Evaluation of Bids</u>.....	26
25. Bid Opening.....	26
26. Clarification of Bids.....	27
27. Confidentiality	28
28. Examination of Bids and Determination of Responsiveness.....	28
29. Correction of Errors	29
30. Conversion to Single Currency.....	29
31. Evaluation and Comparison of Bids	29
<u>F. Award of Contract</u>	30
32. Post qualification	30
33. Award Criteria	31
34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	31
35. Purchaser's right to vary quantities.....	31
36. Notification of Award.....	31
37. Publication of Bid result	31
38. Signing of Contract.....	31
39. Performance Security.....	32
40. Clarification on Duties & Taxes	32

41. Purchase preference35
42. Registration of Imported goods35
43. Integrity Pact.....35

A. INTRODUCTION

1. Scope of Bid

- 1.1 **RITES Ltd.**, RITES office complex-2, Annexe Building, MSM Division 4th Floor, Plot No 144, Sector-44, Gurgaon-122003 (Haryana), India acting for and on behalf of **Ministry of Health & Family Welfare** (Govt. of India) (Purchaser) invites bids for the Procurement of Synthetic Pyrethroid (WDP). Detailed description of goods and specifications are given in Schedule Of Requirement and Technical Specification of the bid document respectively. Identification number of this bid is **RITES/MSM/EPW/NVBDCP/07/2015/DOM**.
- 1.2 RITES will be handling the bidding process as well as sign the contracts for this IFB on behalf of the purchaser. The purchaser will exercise all rights and obligations through RITES for the purpose of this bid.
- 1.3 Throughout these bidding documents, the terms “writing” means any handwritten, typewritten, or printed communication, including e-mail and facsimile transmission, and “day” means calendar day. Singular also means plural.

2. Source of Funds

- 2.1 The Government of India.

3. Fraud and Corruption

- 3.1 It is the Government of India policy that Bidders/Suppliers/Contractors under the contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Purchaser :
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and
- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; ¹

¹ For the purpose of this sub-paragraph, “party” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the

- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.
- 3.2 Furthermore, bidders shall be aware of the provisions stated in Sub-Clauses 6.4 and 23.1 (c) of the General Conditions of Contract.
- 3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the purchaser will cancel the Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged during the procurement or the execution of the Contract.
- 4. Eligibility**
- 4.1 Except as provided in ITB Sub-Clauses 4.2 & 4.3 this bidding process is open to all eligible manufacturers of the goods or their authorised representative as per Manufacturer’s Authorization Form 7 in Section V
- 4.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 3.1(b) shall be ineligible to bid for the contract during the period of time determined by the Purchaser.
- 4.3 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations.
- 5. Documents Establishing conformity of Goods and Services to Bidding Documents**
- 5.1 Pursuant to ITB Clause 13, 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.
- 5.2 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.
- 5.3 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

procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

deviations and exceptions to the provisions of the Technical Specifications;

- 5.4 For purposes of the commentary to be furnished pursuant to ITB Clause 5.3 (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 catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications and meet the Pharmacopoeial standards.

6. Qualifications of the Bidder **Qualification requirements for Bidders:**

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

(A) Manufacturer Bidders:

(a) Financial Capability

The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

The bidders who are manufacturers should have generated **an annual sales turnover of minimum of value** as mentioned against schedule in table below and that include comparable products, during any one of the **last five financial years**, to qualify for the schedule.

Schedule No	Annual Turnover (in INR or Equivalent)
I	81,00,000
II	81,00,000
III	81,00,000
IV	81,00,000
V	81,00,000
VI	81,00,000
VII	81,00,000
VIII	81,00,000
IX	81,00,000
X	45,00,000
XI	60,00,000
XII	12,00,000
Total	8,46,00,000

The turnover is to be supported by audited financial statements of accounts (including Balance sheet, Profit & loss account, auditor's report, & IT returns) for the past 5 financial years duly certified by the auditor of the company.

(b) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets

the following experience requirement(s):

(i) Bidder should be in business of manufacturing/ supplying the specific goods covered by this Bidding Document for at least **1 year** prior to bid opening and for similar Goods (Insecticides/Pesticide) for at least **three (3) years** prior to bid opening.

(ii) The bidder must have supplied the specific Goods to the extent of **at least 25 %** of the quantity indicated against the schedules under “Section – VI, Schedule of Requirements” (as shown in table below) in any one of the last five calendar years preceding the date of bid opening without any adverse report.

Schedule No	25 % of the quantity(MTs)
I	25.00
II	25.00
III	25.00
IV	25.00
V	25.00
VI	25.00
VII	25.00
VIII	25.00
IX	25.00
X	13.75
XI	18.50
XII	3.75
	261

(iii) The bidders shall provide certificate that the product is fully compliant with physical and chemical requirements of WHO specifications and the active ingredient is sourced from manufacturer compliant with WHO specifications.

(iv) The product offered by the Bidders must be registered with **Central Insecticide Board (CIB)** of the Directorate of Plant Protection and Quarantine, Department of Agriculture, Ministry of Agriculture, Govt. of India.

(v) The bidder shall invariably furnish documentary evidence (Client's certificate) in support of the satisfactory performance for supply of the goods as specified above.

(vi) The bidder shall furnish their annual production capacity duly certified by chartered accountant of **Synthetic Pyrethroids (WDP)** specified in schedule of requirement, which should be at least equal to the quantity specified against relevant schedule in section VI, schedule of requirement. If the bidder quotes for more than one schedule, the criteria shall be **cumulative**.

(vii) The bidder shall furnish data to support that it is incorporated in the country of manufacture of the goods; the legal status, place of registration and principal place of business of the company or firm or partnership, etc.

is to be submitted along with the bid.

(viii) The bidder shall furnish details of experience and past performance of the bidder on product offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (Form 13 of Section IV).

(ix) The bidder shall clearly confirm that all facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.

If the bidder quotes for more than one schedule, the above criteria **((a) & (b) (ii) & (vi))** shall be cumulative. In case the bidder fails to fully meet any of these criteria, it will be qualified only for those schedules for which the bidder or the manufacturer meets the above requirements and combination of the schedules to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer shall be final and binding on the bidder.

(B) Non-Manufacturer Bidders

In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, the Bidder should be duly authorized by the manufacturer of the Goods **who meets the criteria under (A) above** (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) and:

(a) The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section IV] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and

(b) The bidder, as authorized by the manufacturer, must have supplied the specific goods to the extent of **at least 10%** of the quantities indicated against the quoted schedule(s) specified under “Section –VI, Schedule of Requirements” in any one of the **last five (5)** years preceding the date of bid opening without any adverse report.

(c) The bidder should have generated annual turnover of at least of the value given in table below during any of the last three financial years. This should be certified by the auditor of the company and supported by reports on financial standing of the bidder such as profit and loss statement, balance sheets and auditor’s report for the past three years, bankers certificate etc.

Schedule No	Annual Turnover (in INR or Equivalent)
I	40,50,000.00
II	40,50,000.00
III	40,50,000.00
IV	40,50,000.00
V	40,50,000.00
VI	40,50,000.00

VII	40,50,000.00
VIII	40,50,000.00
IX	40,50,000.00
X	22,50,000.00
XI	30,00,000.00
XII	6,00,000.00
Total	4,23,00,000

If the bidder quotes for more than one schedule, the above criteria **((b) & (c))** shall be cumulative. In case the bidder fails to fully meet these criteria, it will be qualified only for those schedules for which the bidder or the manufacturer meets the above requirements and combination of the schedules to be awarded to such bidders will be decided based on the lowest cost of the combination to the Purchaser. The decision of the buyer shall be final and binding on the bidder.

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

For Both (A) and (B)

Additional Qualification requirements:

- (a) Bidder and the manufacturer whose product is offered by the bidder should furnish 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.
- (b) The bidder and the manufacturer whose product is offered by the bidder shall disclose instances of previous past performance of his and the manufacturer whose product is procured by the bidder, that may have resulted into adverse action taken against the bidder during the last **two years**. Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. If no adverse action has been taken against the bidder, the bidder must provide a statement in its bid saying that there has been no such previous past performance resulting in adverse actions being taken against him.
- (c) The bidder and the manufacturer whose product is offered by the bidder shall provide an undertaking that:-
 - i) 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.
 - ii) If the firm employs an ex/on leave-government servant, the person should not have been involved/suspended/ dismissed or removed on

account of corruption".

- (d) Bidder quoting against this bid will have to invariably disclose the name of the manufacturer of the individual item along with the quantity he proposes to obtain from them. In case any bidder indicates only the list of the manufacturer without indicating the quantity he proposes to obtain from that manufacturer, his bids will be considered non-responsive.

NOTE:

- a) The bidder should furnish the details of two persons that RITES may contact for requests for clarification during bid evaluation:

i. Name:

ii. Tel number (direct):

iii. Email address:

- b) The bidder should serial number all the documents of his bid, provide a summary table and sign/initial all the pages.

- c) The bidder should furnish bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email IDs. For Banks from outside India the details of the correspondent Bank in India should also be furnished.

- d) Bidder should furnish an authority to the purchaser to seek references from bidder's bankers.

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

- f) The bidders are advised to complete the Checklist given at **Sl. no. 13** of section V and submit it along with the Bid. It is essential that Bidders review carefully this Checklist to ensure that their Bid is complete and includes all required information.

- g) Even though the bidders meet the above qualifying criteria, they are liable to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

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:

Bidders are required to comply with following condition:

- a. If the supplier supplies the same formulations in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.
- 7. One Bid per Bidder** 7.1 A firm shall submit only one bid in the same bidding process, either individually as a bidder or as a partner of a joint venture. No firm can be a subcontractor while submitting a bid individually or as a partner of a joint venture in the same bidding process. A Subcontractor in any bid may participate in more than one bids, but only in that capacity. A firm that submits a bid individually or as a joint venture partner, and also participates in any capacity in another bid, will cause all the bids in which the firm has participated to be disqualified.
- 8. Cost of Bidding** 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

- 9. Content of Bidding Documents** 9.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 11.
- | | |
|--------------|---|
| Section I. | Instructions to Bidders (ITB) |
| Section II. | General Conditions of Contract (GCC) |
| Section III. | Schedule of Requirements |
| Section IV. | Technical Specifications |
| Section V. | Sample Forms (including Contract Agreement) |
- 9.2 The “Invitation for Bids” does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 9.1 above, said Bidding Documents will take precedence.
- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the **Purchaser** in writing or by cable (for these ITB, the term “cable” is deemed to include electronic mail, telex, or facsimile) at the **Purchaser’s** address **indicated in the clause 21.2 (b) of ITB**. The **Purchaser** will respond **in writing to any request for clarification received no later than fourteen (14) calendar days** prior to the deadline of submission of bids. Copies of the Purchaser’s response shall be sent to all Bidders in ICB including a description of the inquiry but without identifying its source.

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 & Time : 17.08.2015 at 15:00 Hrs

Venue:

**rites Ltd.,
4th Floor RITES Office Complex-2,
Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India**

Non-attendance at the pre bid meeting will not be a cause for disqualification of a bidder. Interested bidders should only depute their staff to attend the pre-bid meeting.

In case the bidder uses an agent in any capacity (including for attending pre-bid meetings or bid opening meetings), the Purchaser will be informed in writing by the bidders regarding the appointment of such agent and a copy of the agreement signed between the bidder and the agent (which will include the scope of services provided by such agent and amount payable by the bidder) will be shared with the Purchaser in advance. The agreement should be legally binding with the clear understanding that the Bidder will be held responsible for unlawful actions (viz. fraudulent representation, bribing or collusion) of the agent. If this condition is not complied, such agents will not be allowed to attend the meetings and also no queries from such agents will be entertained by the Purchaser. In addition, the bidder will ensure that such agent should not work simultaneously for two or more competing bidders.

11. Amendment of Bidding Documents

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

C. PREPARATION OF BIDS

12. Language of Bid

- 12.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in **English** language. Supporting documents and printed literature

furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language.

**13. Documents
Constituting the
Bid**

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

- a) Documentary evidence establishing to the purchaser's satisfaction and in accordance with ITB clause 6 that the Bidder is qualified to perform the contract if its bid is accepted. In the case where prequalification of the bidders has been undertaken, and pursuant to ITB 6 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;
- (b) Duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section V;
- (c) Original form of bid security in accordance with the provisions of ITB Sub-Clause 18.3 (Bid Security);
- d) Written power of attorney authorizing the signatory of the bid to commit the Bidder; For Indian Bidders: Power of Attorney should be submitted on non judicial stamp paper and the person signing the Power of Attorney should sign by hand.
Stamped, electronic or scanned signature is not acceptable and such bid will be considered non-responsive

For foreign bidders: Power of attorney should be submitted on a paper similar to non judicial stamp paper, if any, as per the law of the country of the bidder. If there is no such legal paper available in the country of the bidder, the same should be confirmed under the stamp and signature by hand of the person signing the power of attorney. In such a case Power of attorney can be submitted on plain paper duly signed by hand. Stamped, electronic or scanned signature is not acceptable and such bid will be considered **non-responsive**.

- e) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Bidder/Manufacturer is qualified to perform the Contract if its bid is accepted.
- f) 'Integrity Pact' in accordance with ITB Clause 43
- g) Certification of incorporation of the bidder and manufacturer

- h) Legally valid joint venture agreement, if applicable, specifying the financial stakes of each of the joint venture partners
- i) Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities.
- j) 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.
- k) The bidder shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturers is licensed to manufacture the goods offered.
- l) The following details shall be provided by Indian Bidder:
 - 1. Name, address, PAN and Income Tax details (ward/circle where they are being assessed) of the directors of the bidding company.
 - 2. Company’s PAN and Income Tax details and ward/circle where they are being assessed.
- m) 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.

14. Bid Form

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

15. Bid Prices

- 15.1 The Bidder shall indicate on the Price Schedule, the unit price of each item, it proposes to supply under the Contract. The bidders are allowed the option to submit the bids for any one or more schedules specified in the ‘Schedule of Requirements
- 15.2 The bidder shall quote the prices on “**Door Delivery Basis**”(DDP consignee End as per INCOTERMS-2010) to all consignees. The list of probable consignees is attached in schedule of requirement. However the list of consignees is the tentative list. The purchaser reserves the right to change any consignee at the time of placement of order.

- 15.3 The rate quoted should be both in words and figures. No figure or word should, be over written. Correction if any should be rewritten under the full signature of the person signing the tender.
- 15.4 The rate of Excise Duty and quantum of Excise should be shown distinctly. Similarly, Sales Tax/VAT, if any, where legally leviable and intended to be claimed extra should be shown distinctly as percentage along with the price quoted, separately. Where this is not done, no claim for excise duty and or Sales Tax/VAT will be admitted at any later stage on any ground.
- 15.5 (a) **Indigenous goods:-** Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including custom, excise and sales tax and other duties and taxes already paid or payable: on the components and raw material used in producing or manufacturing the Goods quoted ex works or ex factory;
 - (ii) the rate and quantum of Excise duty and Sales Tax/VAT if any that will be payable on the Goods if the Contract is awarded.
 - (iii) the price for inland transportation and other local costs incidental to delivery of the Goods to their final destination, The final destination is specified in Schedule of Requirements (Section III)
- (b) **Imported goods: -** Offers for Imported origin goods shall clearly indicate firm, “All inclusive lump sum price” calculated in equivalent Indian Rupees and giving break up of as CIF (Indian Port), custom charges and other charges including inland transportation etc. The all inclusive lump sum price shall take care of impact of foreign exchange rate fluctuations etc., and accordingly arrive at the all inclusive lump sum price in equivalent Indian Rupees and this shall be the ceiling amount payable.
- The terms EXW, CIF etc., shall be governed by the rules prescribed in the current edition of Incoterms 2010 (or latest) published by the International Chamber of Commerce, Paris.
- 15.6 The prices quoted by the bidder should be on firm and fixed basis during the performance of the contract. A bid submitted with adjustable price quotation will be treated as non responsive and will be rejected pursuant to ITB clause 28.
- 15.7 The bidder’s separation of price components in accordance with clause above will be solely for the purpose of facilitating the

comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

15.8 The purchaser shall not be liable to any claim on account of fresh imposition and/or increase of Excise Duty, Customs duty, Sales Tax on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.

15.9 Statutory variation in taxes and duties on finished product quoted extra will be on purchaser's account during currency of contract.

16. Currencies of Bid

16.1 Prices shall be quoted in Indian Rupees (especially for Domestic goods) or a currency widely used in international trade i.e US Dollars or Euros (for foreign goods), at the selling rate of exchange published in the international press for the amount payable in foreign currency.

17. Period of Validity of Bids

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

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

18. Bid Security

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

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

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

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

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

forms:

- (a) a crossed demand draft or a pay order drawn in favour of the Purchaser;
- (b) a (bank) guarantee issued by a nationalized/scheduled bank in India. The format of the (bank) guarantee shall be in accordance with the form of bid security included in Section V.
- (c) In the case of Bank Guarantee furnished from banks outside India, it should be authenticated and countersigned by any Nationalised or Scheduled bank in India.
- (d) The bank guarantee shall be in the format provided in the Bidding documents. Also if the bidder is a JV, the bid security will be in the name of JV (if JVA has not been legally constituted into a legally enforceable JVA at the time of bidding, the bid security shall be in the names of all future partners as named in the letter of intent).

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

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

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

18.7 The bid security may be forfeited:

- (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 17.2 and 24.3; or
- (b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 29; or
- (c) in the case of a successful bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the contract, or
 - (ii) furnish the required performance security, or
 - (iii) In case of any false, incorrect or misleading information provided in the bid.

19. Alternative Proposals by Bidders

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

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original and one copy of the bid, clearly marking each one as "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 20.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 13.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. Stamped, electronic or scanned signature is not acceptable and such bid will be considered non-responsive. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 13.1 (c) shall accompany the bid.
- 20.3 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialled by the person or persons signing the bid.
- 20.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract

D. Submission of Bids**21. Sealing and Marking of Bids**

- 21.1 The Bidder shall enclose the original and each copy of the bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and copies shall then be enclosed in another envelope. Bidders shall not have the option of submitting their bids electronically.
- 21.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser at the address given below

**Group General Manager/MSM
RITES Ltd.,
4th Floor RITES Office Complex-2,
Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India**

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

Invitation for Bids Title:
Invitation for Bids Number:
Schedule Number:

Time & Date of Submission of Bids:
Name of the Goods

- (d) bear a statement “**DO NOT OPEN BEFORE 08.09.2015 at 14:15 hrs**” to be completed with the time and date specified in the ITB clause 22.1.

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

22. Deadline for Submission of Bids

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

Bids must be delivered on **08.09.2015 before 14:00 Hrs.** Late bids will be rejected.

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

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

23. Late Bids

23.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the ITB Clause 22 will be rejected and returned unopened to the Bidder. See ITB Sub-Clause 22.1 for the deadline for bid submission.

24. Modification and Withdrawal of Bids

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

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

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

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

- (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 21.2 and 21.3.
- 24.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids. The notice of withdrawal shall:
- (a) be addressed to the Purchaser at the address named in the ITB clause 21.2 (b)
 - (b) bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words “**BID WITHDRAWAL NOTICE,**” and
 - (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.
- 24.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.3, shall be returned unopened to the Bidders.
- 24.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 17. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder’s bid security, pursuant to ITB Sub-Clause 18.7.

E. OPENING AND EVALUATION OF BIDS

25. Bid Opening

- 25.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders’ representatives who choose to attend, at 14.15 hrs, on the date, and at the place specified below:

Date, Time, and place for bid opening are: **08.09.2015 at 14:15 Hrs** (Indian Standard Time) at the following address:

**RITES Ltd.,
4th Floor RITES Office Complex-2,
Plot No.144, Sector 44,
Gurgaon-122003 (Haryana), India**

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

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

In case the bidder uses an agent in any capacity (including for attending pre-bid meetings or bid opening meetings), the Purchaser will be informed in writing by the bidders regarding the appointment of such agent and a copy of the agreement signed between the bidder and the agent (which will include the scope of services provided by such agent and amount payable by the bidder) will be shared with the Purchaser in advance. The agreement should be legally binding with the clear understanding that the Bidder will be held responsible for unlawful actions (viz. fraudulent representation, bribing or collusion) of the agent. If this condition is not complied, such agents will not be allowed to attend the meetings and also no queries from such agents will be entertained by the Purchaser. In addition, the bidder will ensure that such agent should not work simultaneously for two or more competing bidders.

- 25.2 Envelopes marked “WITHDRAWAL” shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked “MODIFICATION” shall be read out and opened with the corresponding bid.
- 25.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 23.1.
- 25.4 Bids (and modifications sent pursuant to ITB Sub-Clause 24.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 25.5 The Purchaser will prepare minutes of the bid opening at the end of the opening session, including, as a minimum: the name of the Bidder and whether there was a withdrawal or modification; the bid price; including any discounts or alternatives offered if permitted in the Bid Data Sheet; the presence or absence of a bid security; the presence or absence of requisite powers of attorney.
- 25.6 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.
- 26. Clarification of Bids**
- 26.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for

clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 29.1.

- 27. Confidentiality**
- 27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 27.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 27.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.
- 28. Examination of Bids and Determination of Responsiveness**
- 28.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 28.2 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 28.3 Prior to the detailed evaluation, pursuant to ITB Clause 30, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality's, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

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

- Non submission of Bid Form
- Bid Validity (ITB Clause 17)
- Bid Security (ITB Clause 18);
- Validity of Bid Security (ITB Clause 18.2)
- Performance Security (GCC Clause 8);
- Delivery Terms (GCC Clause 11 & Schedule of Requirements)
- Warranty (GCC Clause 15);
- Payment terms (GCC Clause 16)
- Force Majeure (GCC Clause 24);
- Limitation of liability (GCC Clause 28)
- Applicable Law (GCC Clause 30);
- Taxes and Duties (GCC Clause 32);
- Technical Specification (As per Section IV)
- Delivery Period (Schedule of Requirements)

Above list is non-exhaustive.

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

29. Correction of Errors

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

30. Conversion to Single Currency

30.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to the currency of the Purchaser's country (INR) at the selling exchange rate established for similar transactions by the SBI, New Delhi as on date of bid opening.

31. Evaluation and Comparison of Bids

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

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

31.3 The contract shall be awarded only to the lowest evaluated bidder for each schedule who is substantially responsive, offer competitive rates, and meet the qualification requirements stipulated in the bidding documents.

- 31.4 Bidder may bid for one or more schedules. Bids will be evaluated for each schedule separately and the contract will comprise the schedule(s) awarded to the successful bidder. Bidders must quote for the entire quantity of each schedule. Bidders who do not quote for full quantity of the schedule will be treated as non-responsive.
- 31.5 Deviations in the delivery schedule and Payment Schedule are not permitted.
- 31.6 In exercising of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new **Public Procurement Policy for Micro & Small Enterprises** effective from 1st April 2012.

In accordance to the above notification the participating Micro and Small Enterprises (MSEs) in a Bid, quoting price within the band of **L1+15%** would be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply **up to 20%** of the total Bid value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, **4% quantity** is earmarked for procurement from MSEs owned by **SC/ST** entrepreneurs. However, in the event of failure of such MSEs to participate in the Bid process or meet the Bid requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating SMEs.

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

F. AWARD OF CONTRACT

32. Post qualification

- 32.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 6.
- 32.2 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 Clause 13 as well as other information the

- Purchaser deems necessary and appropriate.
- 32.3 An affirmative post qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 33. Award Criteria** 33.1 Pursuant to ITB Clauses 31 and 36, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 31.
- 34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids** 34.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders. No reason for such action of Purchaser shall be given.
- 35. Purchaser's right to vary quantities** 35.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, the quantity of goods and services beyond that originally specified in the Schedule of Requirements Section III without any change in unit price or other terms and conditions. Percentage for increase or decrease of quantity of goods and services originally specified: 20%.
- 36. Notification of Award** 36.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by fax/e-mail, to be subsequently confirmed in writing by registered letter, that its bid has been accepted for award of contract.
- 36.2 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 39, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 18.
- 36.3 The notification of award shall constitute the conclusion of contract.
- 37. Publication of Bid result** The name and address of Successful bidder(s) will be declared and published appropriately.
- 38. Signing of Contract** 38.1 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

- 38.2 Within twenty-one (21) days of receipt of the Contract Form, the successful Bidder shall sign the Contract Form and return it to the Purchaser.
- 39. Performance Security**
- 39.1 With in twenty one days (21) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security in accordance with the conditions of contract, using the performance security form provided in the bidding documents, or any another form acceptable to the purchaser.
- 39.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 38 or ITB Sub-Clause 39.1 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.
- 40. Clarification on Duties & Taxes**
- 40.1 **EXCISE DUTY**
- 40.1.1 The price quoted should be- EXW and the rate of excise duty and quantum of Excise Duty should be shown separately & distinctly. In the absence of any such stipulation it will be presumed that the price includes Excise Duty and no separate claim for the same will be entertained. If in-case of stipulation in the bid, like ‘Excise duty extra’ or ‘As applicable’, the quoted prices will be loaded with the maximum quantum of excise duty which is normally applicable on the item in question for the purpose of comparing the prices with other bidders.
- 40.1.2 If a bidder is exempted from payment of excise duty up to any monetary limit of supplies, he should clearly state that ‘no excise duty will be charged by the firm up to the limit of exemption’ which they may have. In such case, their quoted prices will be loaded with the maximum quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other bidders unless in such cases it is clearly stated by the bidder that excise duty will not be charged by him even if the same becomes applicable later on. If any concession is available in regard to the rate/quantum of Central Excise Duty, it should be brought out clearly. Stipulations like ‘Excise duty presently not applicable but the same will be charged if it becomes leviable later on’, will not be accepted (unless in such cases it is clearly stated by the bidder that excise duty will not be charged by him even if the same becomes applicable later on). In respect of the bidders who fail to comply with this requirement, their quoted prices will be loaded with the maximum quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other bidders.
- 40.1.3 Any change in Excise Duty upward/downward as a result of any statutory variation in excise, on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of excise duty paid by the supplier. Similarly in case of downward revision in excise duty, the actual quantum of reduction in

excise duty shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all reliefs, exemptions, rebates, concessions etc, if any, obtained by the supplier.

- 40.1.4 Bidders should note that in case any refund of excise duty is granted to them by Excise Authorities in respect of goods supplied under the contract they will pass on the credit to the purchaser immediately, along with a certificate from their Director /Manager/ Proprietor/Accountant that the credit so passed-on relates to the excise originally paid for the goods supplied under the contract. In case of failure to do so within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities, the purchaser would be empowered to deduct a sum equivalent to the amount refunded by the Excise authorities without any further reference to them from any of their outstanding bills against the contract or any other pending Government contract and that no disputes on this account would be raised by them.
- 40.1.5 The purchaser shall not be liable for any claim on account of fresh imposition and/ or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the pendency of the contract.
- 40.1.6 The bidder should indicate in their offer whether they are registered with Excise authorities for availing CENVAT credit or not. If they are availing CENVAT CREDIT, they should take into account the entire credit on inputs available under CENVAT CREDIT Scheme while quoting the price and furnish a declaration to this effect.

40.2 **SALES TAX /VAT**

- 40.2.1 The price quoted should be exclusive, of Sales Tax/VAT. The element of CST/VAT leviable should be specifically stated and shown separately & distinctly as a percentage along with the price-quoted. Where this is not done, no claim for sales tax will be admitted at any later stage on any ground. Further in the absence of any such stipulation regarding sales tax in the bid, it will be presumed that the prices quoted by the bidder are inclusive of sales tax and no liability for payment of sales tax will be devolved up on the purchaser. In case of stipulation like 'Sales Tax/VAT extra' or 'As applicable', the quoted prices will be loaded with the maximum quantum of Sales Tax/VAT which is normally applicable on the item in question for the purpose of comparing the prices with other bidders. Any change in Sales Tax upward/downward as a result of any statutory variation in element of CST/VAT leviable, on the finished goods, taking place during currency of contract shall be allowed to the extent of actual quantum of CST/VAT paid by the supplier. Similarly in case of downward revision in CST/VAT, the actual quantum of reduction in CST/VAT shall be reimbursed to the Purchaser by the Supplier. All such adjustments shall include all reliefs, exemptions, rebates, concessions etc if any obtained by the supplier.

- 40.2.2 For the bidder quoting sales tax extra, sales tax will be paid to the bidder at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sales is legally liable to sales tax and the same is payable as per terms of the contract.
- 40.2.3 The purchaser shall not be liable for any claim on account of fresh imposition and/or increase of sales tax/VAT on raw materials and or components used directly in the manufacture of the contracted goods taking place during the pendency of the contract.
- 40.2.4 The bidder shall unconditionally pass on applicable input tax credit or set off of tax paid on raw materials under the relevant VAT/Sales Tax Act availed on inputs used in manufacture of the finished product. The bidder shall furnish a declaration to this effect.

40.3 **OCTROI DUTY AND LOCAL TAXES**

- 40.3.1 Goods to be supplied to Govt. Departments against Government Contracts are exempted from levy of Town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on Production of such exemption certificate from an authorised officer. Supplier should ensure that, goods ordered against contracts placed by this department are exempted from levy of Town Duty, Octroi Duty, Terminal Tax or other Local Taxes and Duties. Wherever required, supplier should obtain the exemption certificate from the concerned office to avoid local taxes or duties.
- 40.3.2 In case where the Municipality or other local body insists upon payment of these duties or taxes, the same should be paid by the supplier to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the officer concerned without delay together with a copy of the relevant act or by laws/notifications of the Municipality or the Local body concerned to enable him to take up the question of refund with the concerned bodies, if admissible under the said acts or rules.

40.4 **CUSTOMS DUTY**

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

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

41. **Purchase preference** 41. The Purchaser reserves the right to give purchase preference to the Micro and Small Scale Enterprises as per the policies of Govt. of India in vogue, for which bidder should produce valid copy of his registration as Micro or Small Scale Enterprise.
42. **Registration of Imported goods** 42. Deleted
43. **Integrity Pact** 43.(i) The Bidder/Supplier is required to enter into an Integrity Pact with the Purchaser, in the Format at Sample Forms Section V. The Integrity Pact enclosed as Form No.12 will be signed by RITES for and on behalf of Purchaser as its Agent/Power of Attorney Holder at the time of execution of Agreement with the successful Bidder. While submitting the Bid, the Integrity Pact shall be signed by the duly authorized signatory of the Bidder/Lead Member of JV. In case of failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.
- 43.(ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Name and Address of the Independent External Monitor (In case value of contract is Rs.10 crores or more): **Shri B. S. Minhas, A-29, Bhairon Marg, Hanuman Nagar, Jaipur-302021**

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

*SECTION II. GENERAL
CONDITIONS OF
CONTRACT*

TABLE OF CLAUSES

1.	Definitions.....	38
2.	Imports	39
3.	Application.....	39
4.	Country of Origin.....	39
5.	Standards.....	39
6.	Use of Contract Documents and Information; Inspection and Audit by the Purchaser	40
7.	Patent Rights	40
8.	Performance Security.....	40
9.	Inspections and Tests	41
10.	Packing.....	43
11.	Delivery and Documents.....	43
12.	Insurance	47
13.	Transportation.....	47
14.	Incidental Services	47
15.	Warranty	48
16.	Payment.....	49
17.	Prices.....	50
18.	Change Orders	51
19.	Contract Amendments	51
20.	Assignment	51
21.	Delays in the Supplier's Performance.....	51
22.	Liquidated Damages	52
23.	Termination for Default	53
24.	Force Majeure	54
25.	Termination for Insolvency.....	54
26.	Termination for Convenience	54
27.	Settlement of Disputes	55
28.	Limitation of Liability.....	58
29.	Governing Language.....	58
30.	Applicable Law	58
31.	Notices	58
32.	Taxes and Duties.....	59
33.	Jurisdiction.....	59

General Conditions of Contract

1. Definitions

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

covered under the Contract.

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

2. Imports

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

3. Application

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

4. Country of Origin

- 4.1 Any Goods and Services supplied under the Contract shall have their origin in India or eligible countries (in case of imported goods offered) with which India has not banned trade relations.

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.

5. Standards

- 5.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5.2 If required under the applicable law, Goods supplied under the contract shall be registered for use in the purchasers country.

6. **Use of Contract Documents and Information; Inspection and Audit by the Purchaser**
- 6.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 6.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 6.1 except for purposes of performing the Contract.
- 6.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 6.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 6.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required by the Purchaser.
7. **Patent Rights**
- 7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in India.
8. **Performance Security**
- 8.1 Within **twenty-one (21) days** of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount equal to **10% of the total contract price**.
- a) In the event of any amendment issued to the Contract, the Supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.
- b) The performance security shall be valid till **60 days** after the date of completion of all contractual obligations including warranty.

8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. For the purpose of this clause each schedule constitutes separate contract

8.3 The performance security shall be denominated in Indian Rupees or in the currency of the contract and shall be in one of the following forms:

- (a) The performance security shall be in the form of a (bank) guarantee issued by a nationalized/scheduled bank in India and the named beneficiary shall be "RITES Ltd" (acting as procurement agent on behalf of Ministry of Health & Family Welfare Government of India). The format of the (bank) guarantee shall be in accordance with the form given in Section V. In the case of Bank Guarantee furnished from banks outside India, it should be authenticated and countersigned by any Nationalised or Scheduled bank in India.
- (b) an unconditional bank guarantee issued by a nationalized/scheduled bank located in India and acceptable to the Purchaser, in the format provided in the Bidding Documents; or
- (c) a crossed demand draft or a pay-order drawn in favour of the Purchaser.

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

9. Inspections and Tests

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

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

- (a) Pre-dispatch inspection of the supplies shall be conducted by purchaser or its authorised representative retained by the purchaser for these purposes. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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

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

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

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

(e) If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the Purchaser.

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 like Bar Coding, strictly as per Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.

11. Delivery and Documents

The details of shipping and/or other documents, as applicable under I or II below, to be furnished by the Supplier are:

I For Goods supplied from abroad:

(A) Documents to be submitted to purchaser: -

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 port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of Seventy-Two (72 hours) ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The Supplier shall first fax

the above details and then send to the Purchaser, by courier the following:

- (i) One original and three (3) copies of the suppliers commercial invoice, indicating the RITES Ltd as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, the Contract number, credit number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal.
- (ii) One Original and One Copy of negotiable, clean, on-board through bill of lading marked “freight prepaid” and indicating the RITES Ltd as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, and notify Consignees as stated in the Contract.
- (iii) 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 supplier’s Certificate of country of origin covering all items supplied.
- (vi) One copy of the Internal Test Analysis Report of the Manufacturer for the items offered.
- (vii) Original copy of the certificate of Inspection / DCC furnished to Supplier by the nominated agency (where inspection is required).
- (viii) One original and six copies of the certificate of weight issued by the port authority/licensed authority.
- (ix) One original and three (3) copies Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC) and FAC as per the format after delivery.
- (x) Original copy of bill of entry for import clearance for each invoice.
- (xi) Any other/additional procurement-specific document(s) required for delivery/payment purposes, showing delivery through to final destination as per schedule of requirement.

(B) Documents to be submitted to consignee:-

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

- (i) Supplier's Delivery note, indicating description of Goods, quantity, batch number, date of expiry etc. Delivery note must be signed in original and stamped or sealed with the company stamp/seal.
- (ii) Packing list identifying contents of each package.
- (iii) Manufacturers or Supplier's Warranty certificate covering all items supplied.
- (iv) Clearance of the Goods by the Drug Controller of India at port of entry in terms of the Clause 9.1.
- (v) Copy of NOA
- (vi) Inspection Certificate in case of Pre Dispatch Inspection.
- (viii) Country of Origin certificate.

II. For Goods from within the Purchaser's country:**(A) Documents to be submitted to Purchaser:-**

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

- (i) One original and three (3) copies of commercial invoice, indicating the RITES Ltd .as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, the Contract number, Credit number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal.
- (ii) Proof of Dispatch (POD), viz., Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing Purchaser as RITES Ltd. on behalf of Ministry of Health & Family Welfare, Govt. of

India and delivery through to final destination (DDP Consignee End) as stated in the Contract.

- (iii) One original and three (3) copies Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC) and FAC as per the format.
- (iv) Packing list identifying contents of each package.
- (v) One original 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) One original and 3 copies of Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required).
- (viii) Internal Test Analysis Report and batch certificate of pharmaceutical products and/or medical devices of the Manufacturer.
- (ix) Copy of notification of the local tax authority in support of rate of tax indicated in invoice.
- (x) Any other/additional procurement-specific document(s) required for delivery/payment purposes.

(B) Documents to be submitted to Consignee: -

- (i) 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 one set of the documents mentioned below:
 - (i) Supplier's Delivery note, indicating Good's 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) Packing list identifying contents of each package
 - (iii) Manufacturers or Supplier's Warranty certificate covering all items supplied.

(iv) Country of Origin certificate

For both I and II above:

All documents submitted to the purchaser and consignee shall be countersigned by authorised signatory of the supplier.

Supplier shall submit an affidavit as per sample form 10 (section V), alongwith bills for claiming payment.

In the event that the documents presented by the Supplier are in accordance with the Contract, then payment will be made against issue of the Final acceptance Certificate.

It will be the responsibility of the Supplier to obtain from the Purchaser (RITES), Customs Duty Exemption Certificate or Excise Exemption Certificate, as may be applicable, and the Purchaser shall not be responsible for any expenditure arising out of the Supplier's inability to obtain the necessary certificate(s) in time.

The bill for payment should also be accompanied by the following certificate to be furnished by the Suppliers who are registered with excise authorities for availing CENVAT credit:

“We certify that no additional duty set offs on the stores supplied by us, have accrued under the CENVAT credit scheme in force on the date of supply, after we submitted quotations and submitted the present bill”

12. Insurance

Deleted

13. Transportation

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

14. Incidental Services

14.1 The Supplier shall provide such incidental services:-

(a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in India that may be required

for the Goods. The cost shall be deemed to be included in the Contract Price.

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

15. Warranty

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

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

- 15.2 The Purchaser shall have the right to make claims under the above warranty up to the **full period of shelf life of goods plus three (3) Months**. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

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

- 15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period of **30 days**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the

Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and shall have the right to deduct the sum from payments due to the Supplier under this Contract or any other contract.

The date of receipt of replacement supplies at consignee will be treated as the date of delivery.

15.5 Recalls

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

16. Payment

16.1 The method and conditions of payment to be made to the Supplier (Payments will not be made to any other party) under this Contract, as applicable under (A) or (B) below, shall be as follows:

(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: Eighty (80) percent** of the Contract Price of the Goods delivered to the Consignee shall be paid on submission of documents specified in GCC Clause 11 above along with Consignee Receipt Certificate (Form 8 of Section V), by Electronic clearing system to the Supplier's nominated bank account through a corresponding bank in India.
- (ii) On Acceptance: Twenty (20) percent** of the Contract Price of Goods received shall be paid on acceptance of the Goods upon submission of an invoice (indicating RITES Ltd. as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India), the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal supported by the Acceptance Certificate (Form-9 of Section V) issued by the Consignee through Electronic clearing system of the bank through a corresponding bank in India.

Payment of local currency portion shall be made in Indian Rupees on presentation of an invoice (indicating the RITES Ltd. as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India) the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal supported by the 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 Rupees, 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 on submission of documents specified in GCC Clause 11 along with the Consignee Receipt Certificate (Form 8, Section V of the bid document) through ECS.
- (ii) On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid on acceptance of the Goods upon submission of an invoice (indicating the RITES Ltd., as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India; the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate (Form 9, Section V of the bid document) issued by the Consignee through ECS.

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

17. Prices

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

Prices shall be fixed and firm for the duration of the Contract. However sales tax wherever payable shall be paid as applicable at the time of supply. Statutory variations are permitted during the original delivery schedule and not in the

extended delivery schedule.

Bidders are required to comply with following condition:

- a. If the supplier supplies the same formulations in the contract at lesser unit prices to any other party during the validity of the contract, the unit prices in this contract shall also be reduced to match with those lesser prices. Firm shall give a declaration for this at the time of submission of their bills.

18. Change Orders

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

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

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

19. Contract Amendments

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

20. Assignment

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

21. Delays in the Supplier's

21.1 Delivery of the goods shall be made by the supplier in accordance with the time schedule specified in the contract.

Performance

Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action.

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

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

- a) The Purchaser shall deduct from the supplier under the provision of Clause 22 liquidated damages on the goods, which the supplier has failed to deliver within the delivery period fixed for delivery.
- b) That no increase in price on account of any statutory increases in or fresh imposition of customs duty, excise duty or sales tax or on account of any other tax or duty leviable in respect of the goods specified in the contract which takes place after the date of the delivery period stipulated in the contract, shall be admissible on such of the said goods as are delivered after the date of delivery stipulated in the contract.
- c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs duty, Excise Duty, Sales Tax or on account of any other tax or duty or on any other grounds which takes place after the expiry of the date of delivery stipulated in the contract.

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

22. Liquidated

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any

Damages

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 supplier's bills, as liquidated damages, a sum equivalent to the 0.5 percent per week or part thereof of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10 percent of the value of delayed Goods. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to GCC Clause 23. For the purpose of this clause each schedule constitute separate contract.

23. Termination for Default

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

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

For the purpose of this clause:

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

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

- (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, imposition of liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

25. Termination for Insolvency

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

26. Termination for Convenience

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

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

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

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

27. Settlement of Disputes

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

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

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

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

A: For Domestic Supplier

- (a) In case of Dispute or difference arising between the Purchaser and a supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 of India. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.
- (b) Where the value of the contract is Rs.10 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Medical Council of India.
- (c) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.
- (d) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
- (e) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.
- (f) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or re-enactment thereof shall apply to arbitration proceedings.

B. For Foreign Supplier:

- a) In case of Dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.
- (b) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India, shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.
- (c) The venue of Arbitration shall be the place from where the contract is issued and the language of the Arbitration Proceedings and that of all councils and communications between the parties shall be English.
- (d) The decision of the majority of arbitrators shall be final and binding upon parties. In case there is no majority decision, the decision of the Presiding arbitrator shall be final. The cost and expenses of Arbitration Proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Counsel appointed by such party or on its behalf shall be borne by each party itself.

27.3 Notwithstanding any reference to arbitration herein,

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

- (b) the Purchaser shall pay the Supplier any monies due to the Supplier.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 7,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total price of contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing Language**
- 29.1 The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
- 30. Applicable Law**
- 30.1 The Contract shall be interpreted in accordance with the laws of Union of India.
- 31. Notices**
- 31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, e-mail, or facsimile and confirmed in writing to the other party's address are as follows: -
- The Purchaser's addresses for notice purposes is:
- Group General Manager-MSM
RITES Ltd., RITES Office Complex-2,
Annexe Building, MSM Division 4th floor,
Plot No-144, Sec-44,
Gurgaon-122003(Haryana),
India**
- The Supplier's address for notice purposes is as mentioned in the NOA/contract.

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

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

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

SECTION III.

*SCHEDULE OF
REQUIREMENTS*

SECTION III

SCHEDULE OF REQUIREMENTS

Schedule No.	Product Name	Consignee	Unit	Quantity	Bid security in Indian Rupees	Bid Security in US\$
I	Synthetic Pyrethroids (WDP)	Patna	MTs	100	2,30,000.00	3,800.00
II		Patna		100	2,30,000.00	3,800.00
III		Patna		100	2,30,000.00	3,800.00
IV		Patna		100	2,30,000.00	3,800.00
V		Patna		100	2,30,000.00	3,800.00
VI		Patna		100	2,30,000.00	3,800.00
VII		Patna		100	2,30,000.00	3,800.00
VIII		Patna		100	2,30,000.00	3,800.00
IX		Patna		100	2,30,000.00	3,800.00
X		Patna		55	1,26,000.00	2,100.00
XI		Ranchi		74	1,70,000.00	2,800.00
XII		Kolkata		15	34,000.00	570.00
Total				1044	24,00,200	39,670

The above quantity denotes of 2.5% of Deltamethrin.

Delivery Schedule

Schedule No	Delivery Schedule
I to XII	Within 90 days from the date of NOA.

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

Consignee address and Consignee-wise Quantity distribution

<i>SI.No.</i>	<i>Name of Consignee</i>	<i>Quantity (MTs)</i>
1	Bihar The State Programme Officer, (Mal. & other VBD) Swasthya Bhavan, Sultanganj, Mahendu, PATNA - 800014	955
2	Jharkhand State Malaria Officer RCH Campus, Namkum, RANCHI – 834010	74
3	West Bengal Dy.DHS (Malaria) & SPO, Swasthya Bhavan, GN-29, Sector-5, Salt Lake City, Kolkata - 709091	15
Total		1044

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SECTION IV

TECHNICAL

SPECIFICATIONS

Directorate National Vector Borne Disease Control Programme**Technical Specification of Synthetic Pyrethroids (wdp) for use under NVBDCP****A. WHO Specification for Public Health Insecticide/Pesticide**

1. Deltamethrin -333/WP
2. Cyfluthrin - 385/WP
3. Lambdacyhalothrin - 463/WP
4. EtofenProx – 471/WP
5. Alphacypermethrin – 454/WP
6. Bifenthrin – 415/WP (interim)

B. The Central Insecticide Board (CIB) has approved the following Insecticides for Public Health use.

1. Deltamethrin 2.5% (wdp)
2. Cyfluthrin 10% (wdp)
3. Lambdacyhalothrin 10% (wdp)
4. Alphacypermethrin 5% (wdp)
5. Bifenthrin 10% WP

EtofenProx is not registered under CIB

The details of the description, active ingredient, physical properties, wet sieve test, wettability, persistent foam, storage stability as per WHO specification is enclosed at **Annexure** for each insecticide(s) mentioned at B above.

The conversion formula i.e. calculations for comparison of requirement vis a vis cost due to variation in their active ingredient.

Conversion Formula (Calculations for Comparison)

Sr. No.	Insecticide (wdp)	Requirement/million population (MT)	Dosages per square metre of active ingredient
1.	Deltamethrin 2.5% WP	60.00MT	20 mg/m ²
2.	Cyfluthrin 10% WP	18.75 MT	20 mg/m ²
3.	Lambdacyhalothrin 10% WP	18.75 MT	25 mg/ m ²
4.	Alphacypermethrin 5% WP	37.5 MT	25 mg/ m ²
5.	Bifenthrin 10% WP	18.75 MT	25mg/ m ²

The dose spray remains un-altered in NVBDCP considering the respective dose of Cyfluthrin, Lambdacyhalothrin and Bifenthrin which are available in high concentration i.e. 10% WDP. The quantity would be 3.2 times more if the strength is reduced to 2.5%.

$$\begin{array}{l} 60 \text{ MT: } 18.75 \text{ MT (for 1 million Population)} \\ 3.2 \quad : \quad 1 \end{array}$$

Similarly, Alphacypermthrin which is available in high concentration i.e. 5% WDP. The quantity would be 1.6 times more if the strength is reduced to 2.5%.

$$\begin{array}{l} 60 \text{ MT: } 37.50 \text{ MT (for 1 million Population)} \\ 1.6 \quad : \quad 1 \end{array}$$

Similarly the cost of different insecticides may be calculated based on same mathematical formula as mentioned above. For example

Deltamethrin	2.5%	- Rs. 7,80,000	= Rs. 7,80,000
Cyfluthrin	10%	- Rs. 24,96,000	= Rs. 7,80,000
		Divided by 3.2	
Labdacyhalothrin	10%	-Rs. 24,96,000	= Rs. 7,80,000
		Divided by 3.2	
Bifenthrin	10%	-Rs. 24,96,000	= Rs. 7,80,000
		Divided by 3.2	
Alphacypermethrin	5%	-Rs.4,87,500	= Rs. 7,80,000
		Divided by 1.6	

(the price is indicative one & here its use is only for calculation purposes/comparison of rates).

C. Registration with Central Insecticide Board

The manufacturer and the product offered should be registered with Central Insecticide Board of the Directorate of Plant Protection and Quarantine, Department of Agriculture, Ministry of Agriculture, Government of India.

D. Packing, Marking and Self Life

- I. Packing shall be as per WHO specifications in drums of 20/25 kg. or suitable packs for operational use.
- II. Pre-dispatch inspection at firm's works shall be arranged for indigenous suppliers. For supplies from abroad the firm shall submit the Manufacturer's Test Certificates along with supplies for each lot.
- III. Material shall retain its characteristics for a period of 2 years from the date of manufacturing and stores should not be offered for inspection or dispatched more than two months after manufacturing date.
- IV. Marking: Marking should be as per WHO specifications and the drum/containers shall bear following information legibly and indelibly in addition to the information required under Insecticide Act, 1968 and rules framed there under:-
 - a) Govt. of India Supply – Not for Sale
 - b) Name of the material
 - c) Name of the manufacturer
 - d) Date of manufacturer & date of expiry
 - e) Batch No.
 - f) Net mass of contents
 - g) Nominal pesticide content percentage
 - h) Contract No. and date
 - i) Minimum caution notices as per the Act.

WHO SPECIFICATIONS ON SYNTHETIC PYRETHROID WETTABLE POWDER

DELTAMETHRIN WETTABLE POWDER

WHO specification 333/WP (September 2005*)

This specification, which is PART ONE of this publication, is based on an evaluation of data submitted by the manufacturers whose names are listed in the evaluation reports (333/2004, 333/2005, 333/2006.2). It should be applicable to relevant products of this manufacturer, and those of any other formulators who use only TC from the evaluated sources. The specification is not an endorsement of those products, nor a guarantee that they comply with the specification. The specification may not be appropriate for the products of other manufacturers who use TC from other sources. The evaluation reports (333/2004, 333/2005, 333/2006.2), as PART TWO, form an integral part of this publication.

1 Description

The material shall consist of a homogeneous mixture of technical deltamethrin, complying with the requirements of WHO specification 333/TC (April 2005), together with filler(s) and any other necessary formulants. It shall be in the form of a fine powder free from visible extraneous matter and hard lumps.

2 Active ingredients

2.1 Identity tests (333/WP/M/2, CIPAC Handbook L, p.45, 2006)

The active ingredient shall comply with an identity test and, where the identity remains in doubt, shall comply with at least one additional test.

2.2 Deltamethrin content (333/WP/M/3, CIPAC Handbook L, p.45, 2006)

The deltamethrin content shall be declared (gm/kg) and, when determined, the average measured content shall not differ from that declared by more than the following tolerances:

Declared content, gm/kg Tolerance

up to 25

above 25 up to 100

Note: the upper limit is included in each range

± 25% of the declared content

± 10% of the declared content

3 Relevant impurities (Note 1)

4 Physical properties

4.1 pH range (MT 75.3, CIPAC Handbook J, p.131, 2000)

The pH of an aqueous dispersion shall be 4.5 to 7.5.

4.2 Wet sieve test (MT 59.3, CIPAC Handbook F, p.179, 1995)

Maximum: 2% retained on a 75 µm test sieve.

4.3 Suspensibility (MT 15.1, CIPAC Handbook F, p.145, 1995) (Notes 2 & 3)

A minimum of 60% of the deltamethrin content found under 2.2 shall be in suspension after 30 min in CIPAC Standard Water D at 30 ± 2°C (Note 4).

4.4 Persistent foam (MT 47.2, CIPAC Handbook F, p.152, 1995) (Note 5)

Maximum: 60 ml after 1 min.

4.5 Wettability (MT 53.3, CIPAC Handbook F, p.164, 1995)

The formulation shall be completely wetted in 2 min without swirling.

5 Storage stability

5.1 Stability at elevated temperature (MT 46.3, CIPAC Handbook J, p.128, 2000)

After storage at $54 \pm 2^\circ\text{C}$ for 14 days, the determined average active ingredient content must not be lower than 95% relative to the determined mean content found before storage (Note 6) and the formulation shall continue to comply with the clauses for:

- pH range (4.1);
- wet sieve test (4.2);
- suspensibility (4.3);
- wettability (4.5).

Note 1 There are no relevant impurities to be controlled in products of the manufacturers identified in evaluation reports 333/2004, 333/2005 and 333/2006.2. However, becisthemic acid chloride [(1*R*,3*R*)-3-(2,2-dibromovinyl)-2,2-dimethylcyclopropane carboxoyl chloride], sometimes spelt bicisthemic acid chloride, can occur as a result of certain manufacturing processes. If this impurity could occur at ≥ 1 g/kg (of deltamethrin) in the products of other manufacturers, it would be designated as a relevant impurity and a clause would be required to limit its concentration.

Note 2 The formulation should be tested at the highest and lowest rates of use recommended by the supplier, provided this does not exceed the conditions given in method MT 15.1.

Note 3 This test will normally only be carried out after the heat stability test, 5.1.

Note 4 Chemical assay is the only fully reliable method to measure the mass of active ingredient still in suspension. However, the simpler gravimetric method, MT 168, may be used on a routine basis provided that it has been shown to give equal results to those of chemical assay. In case of dispute, chemical assay shall be the "referee method".

Note 5 The mass of sample to be used in the test should be at the highest rate of use recommended by the supplier.

CYFLUTHRIN WETTABLE POWDER (WP)
WHO Specification 385/WP (November 2004*)

This specification, which is PART ONE of this publication, is based on an evaluation of data submitted by the manufacturer whose name is listed in the evaluation reports (385/2003). It should be applicable to relevant products of this manufacturer but it is not an endorsement of those products, nor a guarantee that they comply with the specifications. The specification may not be appropriate for the products of other manufacturers. The evaluation reports (385/2003) as PART TWO forms an integral part of this publication.

1 Description

The material shall consist of an homogeneous mixture of technical cyfluthrin, complying with the requirements of FAO/WHO specification 385/TC (2003), together with filler(s) and any other necessary formulants. It shall be in the form of a fine beige powder, free from visible extraneous matter and hard lumps.

Where the material is packaged in sealed water-soluble bags (Note 1), the material shall consist of a defined quantity of cyfluthrin wettable powder, complying with the requirements of WHO specification 385/WP, contained in a sealed water-soluble bag.

2 Active ingredients

2.1 Identity tests (CIPAC 385/TC/M/2, CIPAC Handbook H, p 107, 1998, Note 2)

The active ingredient shall comply with an identity test and, where the identity remains in doubt, shall comply with at least one additional test.

2.2 Cyfluthrin content (CIPAC 385/WP/M/3, CIPAC Handbook H, p 113, 1998)

The cyfluthrin content shall be declared (gm/kg) and, when determined, the average content measured shall not differ from that declared by more than the tolerance given below.

Declared content in gm/kg Tolerance
100 ± 10% of the declared content

3 Relevant impurities

3.1 Water (MT 30.5, CIPAC Handbook J, p 120, 2000)

Maximum: 35 g/kg.

4 Physical properties

4.1 pH range (1% dispersion) (MT 75.3, CIPAC Handbook J, p 131, 2000)
pH range: 6.0 to 7.5.

4.2 Wet sieve test (MT 59.3, CIPAC Handbook F, p 179, 1995)

Maximum: 5% retained on a 40 µm test sieve.
Maximum: 4% retained on a 75 µm test sieve.
Maximum: 2% retained on a 100 µm test sieve.

4.3 Suspensibility (MT 15.1, CIPAC Handbook F, p 45, 1995; or MT 177, CIPAC Handbook F, p 445, 1995) (Notes 3, 4 and 5)

A minimum of 70% of the cyfluthrin content found under 2.2 shall be in suspension after 30 min in CIPAC Standard Water D at 30 ± 2°C. In the case of water-soluble bag packaging, the provisions of clause 6.2 should be applied.

4.4 Persistent foam (MT 47.2, CIPAC Handbook F, p 152, 1995) (Note 6)

Maximum: 10 ml after 1 min.

In the case of water-soluble bag packaging, the provisions of clause 6.3 should be applied.

4.5 Wettability (MT 53.3, CIPAC Handbook F, p 164, 1995)

The formulation shall be completely wetted in 2 min without swirling.

5 Storage stability

5.1 Stability at elevated temperature (MT 46.3, CIPAC Handbook J, p 128, 2000)

After storage at $54 \pm 2^\circ\text{C}$ for 14 days, the determined average active ingredient content must not be lower than 95%, relative to the determined average content found before storage (Note 7) and the formulation shall continue to comply with the clauses for:

- pH range (4.1);
- wet sieve test (4.2);
- suspensibility (4.3).

In the case of water-soluble bag packaging, the package should be enclosed in a watertight sachet, box or any other container at 54°C for 14 days. The determined average active ingredient content must not be lower than 95 %relative to the determined average content found before storage, and the formulation shall continue to comply with the clauses for:

- pH range (4.1);
- wet sieve test (4.2);
- dissolution of the bag (6.1);
- suspensibility (6.2);
- persistent foam (6.3).

None of the bags tested should show signs of leakage or rupture during normal handling, before and after storage.

6 Material packaged in a sealed water-soluble bag (see Notes 8, 9 and 10)

6.1 Dissolution of the bag (MT 176, CIPAC Handbook F, p 440, 1995)

The dissolution of the bag shall be tested on a sample of the emptied and cleaned bag, taken according to the procedure described in Note 9, together with an appropriate proportion of the WP.

Flow time of the suspension: maximum 160 seconds.

6.2 Suspensibility (MT 15.1, CIPAC Handbook F, p 45, 1995; or MT 177, CIPAC Handbook F, p 445, 1995) (Notes 3, 4 and 5)

The suspensibility shall be tested on a suspension containing the WP and the bag material in the actual ratio of application, prepared according to the procedure described in Note 10.

A minimum of 70% shall be in suspension after 30 minutes in CIPAC Standard Water D at $30 \pm 2^\circ\text{C}$.

6.3 Persistent foam (MT 47.2, CIPAC Handbook F, p 152, 1995) (Note 6)

The persistent foam shall be tested on a suspension containing the WP and the bag in the actual ratio of application, prepared according to the procedure

described in Note 10.

Maximum: 10 ml after 1 min.

6.4 Wettability (MT 53.3, CIPAC Handbook F, p 164, 1995)

The formulation shall be completely wetted in 2 min without swirling.

Note 1 For record keeping purposes, the suffix "SB" should be added to the formulation code (WPSB).

Note 2 Complete identification of cyfluthrin requires confirmation that the diastereoisomers are present in the appropriate ratio (refer to specification 385/TC, 2003, clause 2.3).

Note 3 The formulation should be tested at the highest and lowest rates of use recommended by the supplier, provided this does not exceed the conditions given in methods MT 15.1 or MT 177.

Note 4 This test will normally only be carried out after the heat stability test 5.1.

Note 5 Chemical assay is the only fully reliable method to measure the mass of active ingredient still in suspension. However, simpler methods such as gravimetric and solvent extraction determination may be used on a routine basis provided that these methods have been shown to give equal results to those of chemical assay. In case of dispute, chemical assay shall be the "referee method".

Note 6 The mass of sample to be used in the test should be at the highest rate of use recommended by the supplier.

Note 7 Samples of the formulation taken before and after the storage stability test should be analyzed concurrently after the test in order to reduce the analytical error.

Note 8 Sub-sampling

Lay the bag on a bench and carefully open one side of the bag with a cutter, taking care not to damage the seals.

Transfer the contents of the bag into a suitable flask. This material shall be used to carry out the tests for:

- active ingredient identity (2.1);
- active ingredient content (2.2);
- water content (3.2);
- pH range (4.1);
- wet sieve test (4.2);
- wettability (4.5);
- dissolution of the bag (6.1);
- suspensibility (6.2);
- persistent foam (6.3).

The bag is then opened on three sides, completely cleaned from adhering powder by brushing or suction and weighed to the nearest 0.01 g. It shall be used to carry out the dissolution test (6.1). Aliquots of an aqueous solution of the bag material shall be used in the suspensibility (6.2) and persistent foam (6.3) tests.

In the case of delay of the above tests, the bag shall be stored in a watertight container (glass bottle or equivalent) to avoid any change in its properties.

Note 9 The sampling of the bag for the dissolution test should be as follows:

Lay the empty cleaned bag in its original configuration (double layer). Delineate and then cut up a test sample including part of the upper seal (5 cm) and symmetrically including the vertical seal (10 cm). If the size of the bag is less than this dimension, use the whole bag. Carry out the dissolution test immediately to avoid any modification of the sample.

Note 10 The procedure for adding the bag material to the solution for the suspensibility and the persistent foam tests should be as follows:

Prepare a stock solution of the bag material (1 mg/ml) by weighing approximately a 100 mg sample (n mg) of the bag (excluding sealed parts) to the nearest mg. Dissolve this sample by stirring in the standard water used for the tests to give a final volume of n ml. Store the stock solution in a stoppered bottle before use.

Calculate the volume (V ml) of the stock solution of the bag to be added to the test suspension of the wettable powder, according to the following equation:

$$V(\text{ml}) = \frac{X \times 1000B}{W}$$

W

where: B (g) = weight of the emptied and cleaned bag;

W (g) = nominal weight of the WP contained in the bag;

X (g) = weight of the WP sample used in the test.

LAMBDA-CYHALOTHRIN WETTABLE POWDER
WHO Specification 463/WP (2003*)

This specification, which is PART ONE of this publication, is based on an evaluation of data submitted by the manufacturers whose names are listed in the evaluation reports (463/2003, 463/2006). It should be applicable to relevant products of these manufacturers, and those of any other formulators who use only TC from the evaluated source. The specification is not an endorsement of those products, nor a guarantee that they comply with the specification. The specification may not be appropriate for the products of other manufacturers who use TC from other sources. The evaluation reports (463/2003 , 463/2006), as PART TWO, form an integral part of this publication.

1 Description

The material shall consist of an homogeneous mixture of technical lambdacyhalothrin, complying with the requirements of WHO specification 463/TC (2003), together with filler(s) and any other necessary formulants. It shall be in the form of a fine powder free from visible extraneous matter and hard lumps. Where the material is packaged in sealed water soluble bags (Note 1), the material shall consist of a defined quantity of a lambda-cyhalothrin wettable powder, complying with the requirements of WHO specification 463/WP, contained in a sealed water soluble bag.

2 Active ingredient

2.1 Identity tests (CIPAC 463/WP/M-, CIPAC Handbook E, 1992)

The active ingredient(s) shall comply with an identity test and, where the identity remains in doubt, shall comply with at least one additional test.

2.2 Lambda-cyhalothrin content (CIPAC 463/WP/M-, CIPAC Handbook E, 1992)

The lambda-cyhalothrin content shall be declared (gm/kg) and, when determined, the average content measured shall not differ from that declared by more than the following amounts:

Declared content in gm/kg Permitted tolerance

up to 25 ± 15% of the declared content

above 25 up to 100 ± 10% of the declared content

Note: in each range the upper limit is included.

* Specifications may be revised and/or additional evaluations may be undertaken. Ensure the use of current versions by checking at: <http://www.who.int/whopes/quality/en/>.

3 Physical properties

3.1 pH range (MT 75.2)

pH range: 5.5 to 9.0.

3.2 Wet sieve test (MT 59.3)

Maximum: 2 % retained on a 75 µm test sieve.

3.3 Suspensibility (MT 184) (Notes 2 and 3)

A minimum of 50 % of the lambda-cyhalothrin content found under 2.2 shall be in suspension after 30 min in CIPAC Standard Water D at 30 ± 2°C (Note 4). In the case of water soluble bag packaging, the provisions of clause 5.2 should be applied.

3.4 Persistent foam (MT 47.2) (Note 5)

Maximum: 60ml after 1 min.

In the case of water soluble bag packaging, the provisions of clause 5.3 should be applied.

3.5 Wettability (MT 53.3)

The formulation shall be completely wetted in 1 min, without swirling.

4 Storage stability

4.1 Stability at elevated temperature (MT 46.3)

After storage at $54 \pm 2^\circ\text{C}$ for 14 days, the determined average active ingredient content must not be lower than 95%, relative to the determined average content found before storage (Note 6) and the formulation shall continue to comply with the clauses for:

- pH range (3.1);
- wet sieve test (3.2);
- suspensibility (3.3);
- wettability (3.5).

In the case of water soluble bag packaging, the package should be enclosed in a watertight sachet, box or any other container, at 30°C for 18 weeks. The determined average active ingredient content must not be lower than 95% relative to the determined average content found before storage (Note 6) and the formulation shall continue to comply with the clauses for:

- pH range (3.1);
- wet sieve test (3.2);
- dissolution of the bag (5.1);
- suspensibility (5.2);
- persistent foam (5.3).

None of the bags tested should show signs of leakage or rupture during normal handling, before and after storage.

5 Material packaged in a sealed water soluble bag (Note 7)

5.1 Dissolution of the bag (MT 176) (Note 8)

The dissolution of the bag shall be tested on a sample of the emptied and cleaned bag taken according to the procedure described in Note 8, together with an appropriate proportion of the WP. Flow time of the suspension: maximum 30 sec.

5.2 Suspensibility (MT 184) (Notes 2 and 3)

The suspensibility shall be tested on a suspension containing the WP and the bag material in the actual ratio of application, prepared according to the procedure described in Note 9.

A minimum of 50% shall be in suspension after 30 min in CIPAC Standard Water D at $30 \pm 2^\circ\text{C}$ (Note 4).

5.3 Persistent foam (MT 47.2) (Note 5)

The persistent foam shall be tested on a suspension containing the WP and the bag in the actual ratio of application, prepared according to the procedure described in Note 9.

Maximum: 60ml after 1 min.

Note 1 For record keeping purposes, the suffix "SB" should be added to the formulation code (WPSB).

Note 2 The formulation should be tested at the highest and lowest rates of use recommended by the supplier, provided this does not exceed the conditions given in method MT 184.

Note 3 This test will normally only be carried out after the heat stability test 4.1.

Note 4 Chemical assay is the only fully reliable method to measure the mass of active ingredient still in suspension. However, simpler methods such as gravimetric and solvent extraction determination may be used on a routine basis provided that these methods have been shown to give equal results to those of chemical assay. In case of dispute, chemical assay shall be the "referee method".

Note 5 The mass of sample to be used in the test should be at the highest rate of use recommended by the supplier.

Note 6 Samples of the formulation taken before and after the storage stability test should be analyzed concurrently after the test in order to reduce the analytical error.

Note 7 Sub-sampling

Lay the bag on a bench and carefully open one side of the bag with a cutter, taking care not to damage the seals. Transfer the contents of the bag into a suitable flask. This material shall be used to carry out the tests for:

- active ingredient identity (2.1);
- active ingredient content (2.2);
- pH range (3.1);
- wet sieve test (3.2);
- wettability (3.5);
- dissolution of the bag (5.1);
- suspensibility (5.2);
- persistent foam (5.3).

The bag is then opened on three sides, completely cleaned from adhering powder by brushing or suction and weighed to the nearest 0.01 g. It shall be used to carry out the dissolution test (5.1). Aliquots of an aqueous solution of the bag material shall be used in the suspensibility (5.2) and persistent foam (5.3) tests. In the case of delay of the above tests, the bag shall be stored in a watertight container (glass bottle or equivalent) to avoid any change in its properties.

Note 8 The sampling of the bag for the dissolution test should be as follows:

Lay the empty cleaned bag in its original configuration (double layer). Delineate and then cut up a test sample including part of the upper seal (5 cm) and symmetrically including the vertical seal (10 cm). If the size of the bag is less than this dimension, use the whole bag. Carry out the dissolution test immediately to avoid any modification of the sample. Note 9 The procedure for adding the bag material to the solution for the suspensibility and the persistent foam tests should be as follows: Prepare a stock solution of the bag material (1 mg/ml) by weighing approximately a 100 mg sample (n mg) of the bag (excluding sealed parts) to the nearest mg. Dissolve this sample by stirring in the standard water used for the tests to give a final volume of n ml. Store the stock solution in a stoppered bottle before use. Calculate the volume (V ml) of the stock solution of the bag to be added to the test suspension of the wettable powder according to the following equation: $V(\text{ml}) = X \times 1000B / W$

where: B (g) = weight of the emptied and cleaned bag;

W (g) = nominal weight of the WP contained in the bag;

X (g) = weight of the WP sample used in the test.

ALPHA-CYPERMETHRIN WETTABLE POWDER

WHO specification 454/WP (April 2006*)

This specification, which is PART ONE of this publication, is based on evaluations of data submitted by the manufacturers whose names are listed in the evaluation reports (454/2005, 454/2007). It should be applicable to relevant products of these manufacturers, and those of any other formulators who use only TC from the evaluated sources. The specification is not an endorsement of those products, nor a guarantee that they comply with the specification. The specification may not be appropriate for the products of other manufacturers who use TC from other sources. The evaluation reports (454/2005, 454/2007), as PART TWO, form an integral part of this publication.

1 Description

The material shall consist of a homogeneous mixture of technical alphacypermethrin, complying with the requirements of WHO specification 454/TC (April 2006), together with filler(s) and any other necessary formulants. It shall be in the form of a freely flowing fine powder, free from visible extraneous matter and hard lumps.

2 Active ingredient

2.1 Identity tests (454/WP/M/2, CIPAC Handbook H, p.18, 1998)

The active ingredient shall comply with an identity test and, where the identity remains in doubt, shall comply with at least one additional test.

2.2 Alpha-cypermethrin content (454/WP/M/3, CIPAC Handbook H, p.18, 1998)

The alpha-cypermethrin content shall be declared (gm/kg) and, when determined, the average measured content shall not differ from that declared by more than $\pm 10\%$.

3 Physical properties

3.1 pH range (MT 75.3, CIPAC Handbook J, p.131, 2000)

pH range: 4 to 8.

3.2 Wet sieve test (MT 185, CIPAC Handbook K, p.149, 2003)

Maximum: 2% of the formulation shall be retained on a 75 μm test sieve.

3.3 Suspensibility (MT 184 CIPAC Handbook K, p.142, 2003) (Notes 1 & 2)

* Specifications may be revised and/or additional evaluations may be undertaken. Ensure the use of current versions by checking at: <http://www.who.int/whopes/quality/en/>.

A minimum of 70% of the alpha-cypermethrin content found under 2.2 shall be in the suspension after 30 min in CIPAC standard water D at $30 \pm 2^\circ\text{C}$.

3.4 Wettability (MT 53.3.2, CIPAC Handbook F, p.164, 1995)

The formulation shall be completely wetted in 1 min with swirling.

3.5 Persistent foam (MT 47.2, CIPAC Handbook F, p.152, 1995) (Note 3)

Maximum: 60 ml after 1min.

4 Storage stability

4.1 Stability at elevated temperature (MT 46.3, CIPAC Handbook J, p.128, 2000)

After storage at $54 \pm 2^\circ\text{C}$ for 14 days, the determined average active ingredient content must not be lower than 95%, relative to the determined average content found before storage (Note 4), and the formulation shall

continue to comply with the clauses for:

- pH range (3.1),
- wet sieve test (3.2),
- suspensibility (3.3),
- wettability (3.4).

Note 1 The formulation should be tested at the highest and lowest rates of use recommended by the supplier, provided it does not exceed the conditions given in method MT184.

Note 2 Chemical assay is the only fully reliable method to measure the mass of active ingredient still in suspension. However, simpler gravimetric methods may be used on a routine basis provided that these methods have been shown to give results equal to those of chemical assay. In case of dispute, the chemical method shall be the "referee method".

Note 3 The mass of sample to be used in the test should be specified at the highest rate recommended by the supplier.

Note 4 Analysis of the formulation, before and after the storage stability test, should be carried out concurrently (i.e. after storage) to reduce the analytical error.

BIFENTHRIN WETTABLE POWDER

Interim specification WHO/IS/WP/415/2001

1. Specification

1.1 Description

The material shall consist of an homogeneous mixture of technical bifenthrin, complying with the requirements of WHO specification WHO/IS/TC/415/2001, in a form of a fine, free flowing powder that wets out readily on stirring into water, together with filler(s) and any other necessary formulants. It shall be in form of a fine off-white to tan powder free from visible extraneous matter and hard lumps.

1.2 Chemical and physical requirements

The material, sampled from any part of the consignment (see method WHO/M/1.R1) shall comply with the requirements of section 1.1 and with the following requirements.

1.2.1 Bifenthrin content (gm/kg basis)

The content of bifenthrin (gm/kg basis), determined by the method described in section 2.1, shall not differ from the declared content by more than the following amount:

<u>Declared content</u>	<u>Permitted Tolerance</u>
Above 25 up to 100 gm/kg	± 10% of the declared content
Above 100 up to 250 gm/kg	± 6% of the declared content

Higher declared contents are not currently available

The average content of all samples taken shall not be lower than the declared content.

1.2.2 Water

The water content determined by the method described in WHO/M/7.R.1 (equivalent to CIPAC method MT 30.5, CIPAC Handbook J, p. 120), shall not be higher than 30.0 g/kg.

1.2.3 Wet sieving

Not less than 98% of the powder shall pass m sieve and not less than 95% of the □ through a 75 powder shall pass through m sieve, when tested by the CIPAC □ a 60 method MT 59.3 (CIPAC Handbook F, p.179).

1.2.4 Suspensibility

In WHO hard standard water. When tested by the CIPAC method MT 15.1 (CIPAC Handbook F, p.45), a minimum of 60 % of the bifenthrin content found under 1.2.1 shall be in suspense on after 30 minutes in WHO standard hard water (WHO method WHO/M/29) at 30 + 2⁰C. Alternatively, if the buyer requires other standard waters to be used, then this shall be specified when ordering.

1.2.5 pH range & Acidity

The pH of the material, when determined by the CIPAC method MT 75 (CIPAC Handbook F, p.205), shall be in the range 8.00 to 10.0.

The acidity of the material, when determined by the CIPAC method MT 31 (CIPAC

Handbook F, p.96), shall not be higher than 0.5 g/kg calculated as H₂SO₄.

1.2.6 *Persistent foam*

The persistent foam of the material at the top of a 250 mL of suspension prepared in standard hard water, shall not exceed 15 mL when tested by the CIPAC method MT 47.2 (CIPAC Handbook F, p.152) after 1 minute.

1.2.7 *Wettability*

In WHO standard hard water (WHO/M/29).The wettability of the material, when determined by the CIPAC method MT 53.3 (CIPAC Handbook F, p.164), shall not be higher than 3 minutes.

1.2.8 *Heat stability*

The powder after treatment as described in section 2.2 must comply with the requirements of sections 1.2.1, 1.2.3, 1.2.4 and 1.2.7 of this specification.

1.3 **Packing and marking of packages**

The bifenthrin wettable powder shall be packed in suitable clean bulk packs, as specified in the order.

All packages shall bear, durably and legibly marked on the containers, the following:

2 The product should be tested at the highest and lowest rates of use recommended by the supplier, provided this is consistent with the conditions given in the method.

Manufacturer's name

Bifenthrin wettable powder

Bifenthrin.....gm/kg

Batch number or reference number, and date of test

Net weight of contents

Date of formulation

Instruction for use

and the following minimum cautionary notice:

Bifenthrin is a pyrethroid that acts predominantly on the central nervous system; high dosages have been found to cause tremor and clonic convulsions in experimental animals. A high concentration in air may be irritant to the eyes and contact with the concentrated product may induce a temporary tingling sensation, particularly on the face. It may be hazardous if swallowed. Do not inhale spray mist. Avoid skin contact; wear protective gloves, clean protective clothing, and a face mask (surgical type) when handling the product. Wash hands and exposed skin thoroughly after using.

Keep containers out of reach of children and well away from foodstuffs and animal feed and their containers. If poisoning occurs, call a physician. Treatment is symptomatic.

Bifenthrin is toxic to aquatic wildlife. Avoid accidental contamination of water.

Methods of determining chemical and physical properties

2.1 Bifenthrin content

2.1.1 Outline of method

This test method describes the analysis of wettable powder formulations.

Improved column technology and method optimization have yielded a method which give results equivalent or superior to previous methods.

Bifenthrin is determined by comparison to an internal standard, octacosane. A test solution containing a known concentration of octacosane is utilized by comparing instrument response (peak area) of the internal standard to the relative response of bifenthrin, taking into account the amount of sample being analyzed.

2.1.2 Apparatus

Analytical Balance. Capable of accurately weighing to 0.1 mg or equivalent.

Centrifuge.

Gas Chromatograph. Capable of operating over the range 100 to 300°C, fitted with a flame ionization detector and data collection system and if possible an autosampler.

Graduated Cylinder. 500 mL.

Reciprocating Shaker.

Vials, Minimum 40 mL capacity, with poly-lined cap.

Volumetric Pipette.

Magnetic Stirrer and stir bar.

Column. Megabore DB-210, 30 meter length, 0.53 mm internal C.Øm; maximum temperature (isothermal) 200 °C diameter, film thickness 1 Available from J&W Scientific, or equivalent.

2.1.3 Reagents

Octacosane, Eastman Kodak Chemical Co or equivalent.

Heptane.

Acetone.

Bifenthrin, Analytical Standard Grade, available from FMC Corporation, Agricultural Chemical Group, Princeton, NJ, USA.

2.1.4 Analytical instrument parameters

Gas Chromatograph parameters (all conditions may be adjusted to optimize results):

Oven Temperature:	205 C
Injection Port Temperature:	240 C
Detector Temperature:	C 300

Data Station Parameters (all parameters may be modified to optimize results):

Run Time:	8 minutes
Chart Speed:	0.5 cm/min
Zero:	5% full scale

2.1.5 Determination of response factor "RF"

Weigh 0.1 g of the analytical standard, to the nearest 0.001g, and place into a vial.

Prepare an internal standard stock solution by weighting 2.5 g octacosane, to the nearest 0.01 g, and placing it into a bottle with a capacity of at least 1000 mL. To this add 700 mL of heptane and 175 mL of acetone, which have been measured by a graduated cylinder. Mix well using a magnetic stirrer.

Pipette 40 mL of the internal standard stock solution to the vial containing the analytical standard; mix on reciprocating shaker until dissolved.

L of the standard solution Inject 1 into the gas chromatograph.

Obtain several chromatograms and measure the peak areas of the internal standard and bifenthrin.

Calculate response factor by the following formula:

$$Rf = \frac{A_{is} \times WT_{std} \times P_{std}}{A_{std} \times WT_{is} \times P_{is}}$$

Where: A_{is} = Area internal standard

A_{std}	=	Area bifenthrin
WT_{std}	=	Weight of standard
WT_{is}	=	Weight of internal standard
P_{std}	=	Purity of bifenthrin standard
P_{is}	=	Purity of internal standard

2.1.6 *Sample preparation*

Bifenthrin wettable formulations: weight a sufficient amount of sample to obtain 0.1 g bifenthrin into a vial; add 40 mL of internal standard stock solution and mix on reciprocating shaker for 30 minutes.

Inject 1 μ L portions of the sample solutions, obtaining three replicate injections for each. Run a standard injection series after every three or four samples.

Calculate percent (%) active ingredient bifenthrin by the following formula:

$$\% = \frac{A_{spl} \times WT_{is} \times RF \times 100}{A_{is} \times WT_{spl}}$$

Where: A_{spl} = Area of bifenthrin in sample
 WT_{is} = Internal standard weight
 RF = Response Factor
 A_{is} = Area of internal standard peak
 WT_{spl} = Sample weight

2.2 **Heat stability treatment**

54 + 2°C for 14 days (CIPAC method MT 46.1, CIPAC Handbook F, p.149), unless other temperatures and times are requested (FAO Manual on the development and use of FAO specifications for plant protection products, no.149, p.33).

After completion of the heat stability treatment, the samples should not be exposed to heat, bright sunshine, or atmospheric humidity.

If required the test should be conducted in the commercial type pack.

3. DRAWINGS

DELETED

4. INSPECTIONS AND TESTS

The Inspection and tests, as applicable under I or II shall be:

I. For Goods supplied from outside India:

- a) Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory test to confirm their conformity to the specifications. The Purchaser also retains the right to inspect and test the goods at the port of entry. The supplier shall offer the goods for inspection and testing as soon as the goods are ready for dispatch. The goods shall be dispatched from the supplier's facility, only after getting dispatch clearance from the Purchaser.
- 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(s).
- c) 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

- a) The Purchaser will arrange a pre-shipment inspection and an independent quality control laboratory testing for each consignment. The goods shall not be dispatched unless they are inspected and sampled for testing by the Purchaser's representative, in the Supplier premises and satisfactorily tested to confirm their conformity to the specifications in a lab identified by the Purchaser. The Supplier will not dispatch the consignment unless he has received the Dispatch Clearance certificate issued by the Purchaser.
- b) Further, the Purchaser will retain the right to perform further inspections and quality testing at any time as it deems fit, at its own cost.

III. For Both (I) and (II)

- a) The Supplier shall get goods inspected in manufacturer's works by a competent authority and submit a test certificate and also guarantee/warranty certificate that the goods conform to laid down specifications.
- b) If the goods fail to meet the laid down specifications, the supplier shall take immediate steps to remedy the deficiency or replace the defective goods to the satisfaction of the Purchaser.

CHECKLIST FOR TECHNICAL SPECIFICATION

For Each clause of Technical Specifications the bidder shall prepare a table below:

Name of the product:

	Technical Specifications	Compliance	Page in the bid submitted where documentary evidence is enclosed
1	Description	Yes/No	
2	Active Ingredients	Yes/No	
3	Relevant Impurities	Yes/No	
4	Physical Properties	Yes/No	
5	Storage Stability	Yes/No	
6	Packaging	Yes/No	
	... other items...	Yes/No	

THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS

YES/ NO

ANY DEVIATION MUST BE LISTED BELOW

SECTION V

SAMPLE FORMS

SAMPLE FORMS

<i>1. Bid Form</i>	85
<i>2a. Price Schedule for indigenous items</i>	86
<i>2b. Price Schedule for imported items</i>	87
<i>3. Bid Security Form</i>	88
<i>4. Form of Contract Agreement</i>	89
<i>5.a Performance Security Bank Guarantee</i>	91
<i>5.b Capacity and Quality Certification Form</i>	92
NOTE: For items 5 & 6, certificate from the auditor of the company (not from any other CA) may also be acceptable.....	93
<i>6. Proforma for Performance Statement (for a period of last five years)</i>	94
7.Manufacturer’s Authorization	95
8 Acknowledgement of Receipt of Goods (for 90% Payment) in triplicate	96
<i>9. Final Acceptance Certificate (for last 10% payment) in triplicate</i>	97
<i>10. AFFIDAVIT (On Stamp Paper)</i>	98
<i>11. PROFORMA FOR OTHER DETAILS OF BIDDER, MANUFACTURER AND ITS BANK</i>	99
<i>12. INTEGRITY PACT</i>	100
<i>13. CHECKLIST</i>	104

1. Bid Form

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

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

[insert: **name of Contract**]

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

Dear Sir or Madam:

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

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

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

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

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

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

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

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

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

We confirm that we are competent to bid/supply the product and there are no impediments in the form of pending litigation or court order etc. including restraint order restraining us to supply the product, for which we have submitted our bid. We understand that hiding of any information in this regard shall be treated as misrepresentation/fraudulent practice, resulting in remedial actions as listed in the bid document.

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

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

Signed:

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

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

2a. Price Schedule for indigenous items

Schedule No :- _____

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

1	2	3	4	5				6	7	8	9		
Schedule No	Product	Unit pack size	Quantity offered	Price for each unit				Total Unit price	Total price	Name of manufacturer	Country of origin		
				Ex-factory Ex-warehouse Ex-showroom Off-the-shelf	Excise duty, if any		Sales Tax/VAT if any					Other charges including inland transportation, incidental charges etc.	
			In %		In INR	In %	In INR						
				(a)		(b)		(c)	(d)	(a+b+c+d)	4 x 6		

Note:

- (a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- (b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.
- (c) "We hereby declare that in quoting the above price, we have taken into account the entire credit on inputs available under the CENVAT CREDIT scheme & VAT. Prices should be quoted for each schedules separately
- (d) Seperate sheet for each schedule is to be provided
- (e)

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

2b. Price Schedule for imported items

Schedule No :- _____

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

1	2	3	4	5			6	7	8	9	10
Schedule No	Product	Unit pack size	Quantity offered	Price for each unit			Total Unit price per Schedule	Total price per Schedule (4+6)	Local agent's Commission	Name of manufacturer	Country of origin
				CIF (Indian port)	Custom duty	Other charges including inland transportation etc.					
				(a)	(b)	(c)	(a+b+c)	4 x 6			

Note:

- a) In case of discrepancy between unit price and total price, the unit price shall prevail.
- b) In case of discrepancy between price quoted in figure and words, price in words, shall prevail.
- c) Prices should be quoted for each schedules separately.
- d) Seperate sheet for each schedule is to be provided

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

3. Bid Security Form

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

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

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

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

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

THE CONDITIONS of this obligation are the following:

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

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

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

For and on behalf of the Bank

Signed: _____
Date: _____

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

Common Seal of the Bank

4. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

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

in the presence of _____

For and on behalf of the Supplier

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

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

and

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

5.a Performance Security Bank Guarantee

(unconditional)

Date: [insert: *date*]

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

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

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

Dear Sir or Madam:

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

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

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

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

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

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

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common

Seal

of

the

Bank

5.b Capacity and Quality Certification Form

[RELEVANT COUNTRY AUTHORITY]

IFB NO. _____

DATE _____

1 Name of the firm: _____

Address _____

Telephone _____

Telex _____

Telefax _____

Cable _____

a. 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
Suppositories
Aerosols

Tablets
I.V. Fluids

External

Liquids
Creams
Ointments

Drops/Ointments

5 _____ (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 at least five (5).

6 _____ (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 equivalent to at least US\$ 50,000 within the past five years:

7 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 items 5 & 6, certificate from the auditor of the company (not from any other CA) may also be acceptable.

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

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

Name of the Firm _____

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

Signature and seal of the Bidder

Countersigned by seal of Chartered Accountant _____

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

For supplies within India & for Exports

- 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 along with following supporting evidence.
 - i. Copy of Recent and Relevant Purchase Orders
 - ii. Copy of their Invoices
 - iii. Proof of Payment received from Purchasers
 - iv. Documentary evidence (Client's certificate) in support of satisfactory completion of contract

7. Manufacturer's Authorization

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

Tender 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**]*

8 Acknowledgement of Receipt of Goods (for 90% Payment) in triplicate

No.

Date:

To

RITES Ltd. (MSM Division)
 RITES Office Complex - 2,
 Annexe Building, 4th Floor, Plot no. 144,
 Sector-44, Gurgaon-122003
 (HARYANA), INDIA
 Fax: 91(124)2728420/2571659/2571660

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

Project Name	:	
Purchaser	:	
Contract i.e. NOA No. & Date	:	
Description of the goods with qty. Supplied & that comply with NOA	:	
Name of supplier	:	
Date of delivery at consignee destination site	:	
Outstanding/ dues with the Supplier as per NOA & amendment, if any	:	
SIGNATURE OF DESIGNATED CONSIGNEE. (Medical officer/Pharmacist)		
	Name	:
	Designation	:
	Seal	:
	Contact No.	:
	Fax No.	:

Copy To (with original stamp & signature):

1. To Supplier
2. Director, NVBDCP Campus, Dte. of N. V. B. D. C. P, Room no. 6, Ground Floor, Block no. III, IT park, Shastri Park, Delhi- 110 053. Ph.:- 011-22185944, 22185935 (fax)

9. Final Acceptance Certificate (for last 10% payment) in triplicate

No.

Date

To

RITES Ltd., (MSM Division)
 RITES Office Complex - 2,
 Annexe Building, 4th Floor, Plot no. 144,
 Sector-44, Gurgaon-122003
 (HARYANA), INDIA Fax:
 91(124)2728420/2571659/2571660

Project Name	:
Purchaser	:
Contract i.e. NOA No. & Date	:
Description of Goods (Schedule No.)	:
Delivery Lot No.	:
Quantity supplied in Numbers	:
Quantity supplied in Words	:
Name of Supplier	:
Batch No(s).	:
Manufacturing Date(s)	:
Expiry Date(s)	:
Invoice No. and Date	:
Date of Final Acceptance	:

CERTIFICATE

We confirm having received _____ in good condition on _____ in accordance with the contract and entered in the Stock ledger at Page _____ on _____

Seal & Sign with Name & Designation Of
the Consignee(Medical officer/Pharmacist)

Tele & Fax:

Copy To (with original stamp & signature):

- 1- To Supplier
2. Director, NVBDCP Campus, Dte. of N. V. B. D. C. P, Room no. 6, Ground Floor, Block no. III, IT park, Shastri Park, Delhi- 110 053. Ph.:- 011-22185944, 22185935 (fax)

10. AFFIDAVIT (On Stamp Paper)

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

Name: _____

Address: _____

(Supplier full address)

Witness 1 _____

Address: _____

Witness 2 _____

Address _____

Note:

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

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

1. Name & full address of the Manufacturer:

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

3. Location of the manufacturing factory.

4. Name & full address of the Bidder

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

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

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

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

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

Signature and seal of the Bidder

12. INTEGRITY PACT

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

Preamble

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

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

Section 1 – Commitments of the Purchaser

- (1) The Purchaser commits himself to take all measures necessary to prevent corruption and to observe the following principles:-
 1. No employee of the Purchaser, personally or through family members, will in connection with the tender or for the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 2. The Purchaser will, during the tender process, treat all Bidders with equity and reason. The Purchaser will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 3. The Purchaser will exclude from the process all known prejudiced persons.
- (2) If the Purchaser obtains information on the conduct of any of his employees which is a criminal offence under the IPC (Indian Penal Code) /PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Purchaser will inform its Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder/Supplier

- (1) The Bidder/Supplier commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 1. The Bidder/Supplier will not directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 2. The Bidder/Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions, to restrict competitiveness or to introduce cartelization in the bidding process.

3. The Bidder/Supplier will not commit any offence under the relevant IPC/PC Act; further the Bidder/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 4. The Bidder/Supplier will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4- Compensation for Damages

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

Section -5 Previous transgression

- (1) The Bidder/ Supplier declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the Anti-Corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder/Supplier makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guideline on banning of business dealing".

Section -6 Equal treatment of all Bidders/Suppliers

- (1) The Bidder/Supplier undertakes to demand from all partners (if permitted under the conditions/ clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Purchaser before signing the contract.
- (2) The Bidder/ Supplier confirms that any violation by any of his partners to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Supplier himself, leading to possible Termination of Contract in terms of Section 4.
- (3) The Purchaser will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7- Criminal charges against violating Bidders/Suppliers

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

Section -8 Independent External Monitor/Monitors

- (1) The Purchaser shall appoint competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the MD/RITES Ltd.
- (3) The Bidder/Supplier accepts that the Monitor has the right of access without restriction to all Project documentation of the Purchaser including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Partners. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Supplier/Partners with confidentiality.
- (4) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Purchaser and the Supplier. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices or has reason to believe that violation of the agreement by the Purchaser or the Bidder/ Supplier, has taken place, he will request the Party concerned to discontinue or take corrective action, or to take any other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner or refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the MD/RITES Ltd. within 8-10 weeks from the date of reference or intimation to him by the Purchaser and should the occasion arise, submit proposal for correcting problematic situations.
- (7) If the Monitor has reported to the MD/RITES Ltd. of a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/RITES Ltd. has not, within reasonable time, taken visible action to proceed against such offender or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (8) The word Monitor would include both singular and plural.

Section – 9 Pact Duration

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

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

Section 10 Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction shall be as stated in the Contract Agreement.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Supplier is a partnership or a consortium, this agreement must be signed by the Partner in charge/ Lead Member nominated as being incharge and who holds the Power of Attorney signed by legally authorised signatories of all the partners/Members. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Consortium will comply with the provisions in the Integrity Pact to be signed by the Lead Member on behalf of the Consortium. Any violation of Section 2 above by any of the Partners/Members will be construed as a violation by the consortium leading to possible Termination of Contract in terms of Section 3.

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

RITES Ltd.
Agent / Power of Attorney Holder
(For & on behalf of the Purchaser)

(For the Bidder/Supplier)

(Office Seal)

(Office Seal)

Place:.....

Date:.....

Witness 1:

(Name & Address) -----

Witness 2

(Name & Address) -----

13. CHECKLIST

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

Sl. No.	Activity	Yes/No/ NA	Page No. in the Bid
1	(a)	Bid Security for required amount	
	(b)	Bid Security in the form of	
	(i)	<i>Bank Guarantee as per format in Bidding document issued by Indian Bank</i>	
	(ii)	<i>Draft or Banker's cheque issued by Indian Nationalised bank</i>	
	(c)	Validity Date of Bid Security (Valid up to 45-days beyond the bids validity) as specified in ITB Data Sheet clause 18.2)	
(d)	Amendment in Bid Security (if any)		
2	The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email Ids. For Banks from outside India the details of the countersigning Bank in India.		
3	(a)	Bid Form duly signed	
	(b)	Power of Attorney in favour of the signatory	
4	The manufacturer's authorization form in Form 7 of Section V		
5	Documents establishing post qualification (ITB 6)		
(a)	Certificate of incorporation of Manufacturer		
(b)	Manufacturing Licence of the good(s) quoted in bid		
(c)	Proof of Exp in manufacturing & marketing of specific goods for at least one year, Indicate Serial No. in performance statement		
(d)	Proof of experience in manufacturing & marketing of similar goods for at least three years, Indicate Serial Nos. in performance statement		
(e)	Performance statement as per required Proforma, along with supporting documents viz. (i) Copy of Purchase Orders, (ii) Copy of Invoices, (iii) Proof of Payment received from Purchasers & (iv) Documentary evidence (Client's certificate) in support of satisfactory completion of contract (for concerned PO's).		
(f)	Certificate of having achieved Annual production rate of equivalent product for last three years by CA and supported by audited Annual Report.		
(g)	Copies complete set of audited financial statements of accounts (including balance sheet, profit and loss account, auditor's reports and IT returns) certified by the auditor of the Company for last five financial years		
(h)	Indicate Sr. No. in performance statement which establishes the post qualification criteria of completing one similar contract in last three years		
6	Documents to establish that product is registered in India as per ITB clause 5.2 if applicable		
7 a.	Details of onsite quality control laboratory facilities and services and range of test conducted.		
7 b.	Capacity and Quality certification form in the format provided in the Bidding document		
8	Affidavit to disclosure about any instance of debarment/blacklisting by state or central Govt. Health organisation		
9	Statement of installed manufacturing capacity certified by appropriate authority		
10	No deviation statement on technical specification		
11	Check list of technical specification		
12	(a)	Agreement with all terms and condition of the bid document	
	(b)	If no, have you indicated deviations	
13	(a)	Mentioned Price in the appropriate Proforma	
	(b)	Conditional or unconditional discount mentioned in the bid (if any)	
14	Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; for both manufacturer & non manufacturer		

Sl. No.	Activity	Yes/No/ NA	Page No. in the Bid
15	Undertaking as per clause ITB 6 (C)(6) {The bidder and the manufacturer whose product is offered by the bidder shall disclose instance of previous past performance of his and the manufacturer whose product is procured by the bidder, that may have resulted into adverse actions taken against the bidder during the last two years. Such adverse actions taken against the bidder or manufacturer may be treated as unsatisfactory performance history while deciding the award of contract. If no adverse action has been taken against the Bidder, the Bidder must provide a statement in its bid saying that there has been no such previous past performance resulting in adverse actions being taken against him.}		
16	(a) The bidder shall provide an undertaking that: The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.		
	(b) The firm does not employ a government servant, who has been dismissed or removed on account of corruption.		
17	List of drugs/goods being manufactured by the bidder with product registration/ license number and date.		
18	<u>Form 11: Proforma for other details of Bidder, Manufacturer and its Bank</u>		
	<u>Form 12: Integrity Pact</u>		
19	The following details shall also be provided by Indian Bidders:		
a.	<u>Name, address, PAN, and Income Tax details (ward/circle where they are being assessed) of the Directors of the Bidding Company.</u>		
b.	<u>Company's PAN and Income Tax details and ward/circle where it is being assessed,</u>		
c.	<u>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.</u>		