

Ministry of Health & Family Welfare
Government of India
Through
United Nations Office for Project Services, (UNOPS)
11 Golf Links
New Delhi, 110003
INDIA

Fax: 91-11-43508527

Tel: 91-11-30417400

INTERNATIONAL COMPETITIVE BIDDING FOR
PROCUREMENT OF HIV (RAPID) TEST KITS FOR 2ND AND 3RD LINE OF TESTING

BID REFERENCE	:	<u>UNOPSIndia/NACO/ HIVR /36/ 2009</u>
DATE OF PRE-BID MEETING	:	1100 hrs on 24-07-2009
DATE OF COMMENCEMENT OF SALE OF BID DOCUMENT	:	27-08-2009
LAST DATE AND TIME FOR RECEIPT OF BID	:	1400 hrs on 27-08-2009
LAST DATE AND TIME FOR RECEIPT OF BID	:	1600 Hrs on 27-08-2009
TIME AND DATE OF OPENING OF BIDS	:	1615 Hrs on 27-08-2009
PLACE OF OPENING OF BIDS :		United Nations Office for Project Services 11 Golf Links, New Delhi-110003, India Fax: 91- 11-43508527 Tel: 91-11-30417400
ADDRESS FOR COMMUNICATION	:	India Procurement Office United Nations Office for Project Services 11 Golf Links New Delhi 110003, India Fax: 91-11-43508527 Tel: 91-11-30417400 Email : procurementinoc@unops.org

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INVITATION FOR BIDS

Invitation for Bids (IFB)

Country : - India

Name of Project :- Third National HIV/AIDS Control Project

Brief description of Goods :- 2nd and 3rd ANTIGEN HIV (RAPID) TEST KITS

IFB N :- UNOPSIndia/NACO/ HIV-R /xx/ 2009

1. This invitation for bids follows the general procurement notice for this project that appeared in UNDB website on 16th April, 2007.
2. The Ministry of Health & Family Welfare, Govt. of India has received Grant-in-Aid from Global Fund to fight AIDS, Tuberculosis and Malaria (GFATM rounds IV & VI) towards the cost of Third National HIV/AIDS Control Project and it intends to apply the proceeds of this grant to eligible payments under the proposed contract for supply of goods for which this invitation for bid is issued..
3. United Nations Office for Project Services (UNOPS) on behalf of Ministry of Health & Family Welfare, Govt. of India now invites sealed bids from eligible bidders for the supply of **2nd AND 3RD Antigen HIV (Rapid) test Kits**
The delivery period would be as indicated in the bid document.
4. Bidding will be conducted through the international competitive bidding procedures specified in the World Bank's Guidelines: *Procurement under IBRD Loans and IDA Credits dated May 2004* and is open to all bidders from eligible sources countries as defined in the guidelines.
5. Interested eligible Bidders may obtain further information from the UNOPS office and inspect the bidding documents at the address given in paragraph 8 between 10:00 and 16:00 hrs on all working days.
6. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of Rs. 5000 or Equivalent in USD. The method of payment will be by Demand Draft/Cashier's Cheque/Certified Cheque in favour of UNOPS payable at New Delhi. The documents may be purchased from July 13, 2009 till 1400hrs on August, 2009, at the address mentioned in Paragraph 8. The Bid document can also be viewed at websites www.unops.org and www.nacoonline.org. The bidders are allowed to use downloaded bid document provide that Rs 5000 (or Equivalent in USD) towards the cost of the bid document is paid at the time of submission of the Bid. The bids submitted without paying the above cost will be rejected. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites

for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

7. The bidders or their official representatives are invited to attend a pre bid meeting which will take place on July 24, 2009 at 11:00 AM at the address given below.
Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders

8. Bids must be delivered to the address below at or before 1600 hrs (Indian Standard Time) on August 27, 2009. All bids must be accompanied by a bid security as specified in the “Section VI – Schedule of Requirements” of the bidding document. Late bids will be rejected. Bids will be opened in the presence of the bidders’ representatives, who choose to attend at the address below at 1615 hrs (Indian Standard Time) on August 27, 2009

India Procurement Office
United Nations Office for Project Services (UNOPS),
11 Golf Links
New Delhi – 110 003, India
Fax: 91-11-43508527/28
Tel: 91-11-30417400

SECTION I. INSTRUCTIONS TO BIDDERS

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Instructions to Bidders

A. INTRODUCTION

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|----------------------------------|---|
| <p>1. Scope of Bid</p> | <p>1.1 The Purchaser, as specified in the Bid Data Sheet and in the Special Conditions of Contract (SCC), invites bids for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or nutritional supplements as specified in the Bid Data Sheet) described in the Schedule of Requirements. The name and identification number of the Contract is provided in the Bid Data Sheet and in the SCC.</p> <p>1.2 Throughout these bidding documents, the terms “writing” means any typewritten, or printed communication, including e-mail, telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.</p> |
| <p>2. Source of Funds</p> | <p>2.1 The Receiver named in the Bid Data Sheet has applied for or received a grant (and called a “grant” in these Bidding Documents) from the GFATM towards the cost of the Project named in the Bid Data Sheet. The Receiver intends to apply a part of the proceeds of this grant to eligible payments under the Contract for which these bidding documents are issued.</p> <p>2.2 Payment by the Donor will be made only at the request of the Receiver and upon approval by the Donor in accordance with the terms and conditions of the Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement. The Grant Agreement prohibits a withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Receiver shall derive any rights from the Grant Agreement or have any claim to the grant proceeds.</p> |

3. Fraud and Corruption

- 3.1 The Donor/NACO requires that Receivers (including beneficiaries of Donor grants), as well as bidders, suppliers, contractors, and consultants under Donor-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Donor/NACO:
- (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, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Receiver, designed to establish bid prices at artificial, noncompetitive levels; and
 - (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - (c) will cancel the portion of the grant allocated to a contract if it determines at any time that representatives of the Receiver or of a beneficiary of the grant engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Receiver having taken timely and appropriate action satisfactory to the Donor to remedy the situation;
 - (d) will sanction a firm or individual, including declaring

them ineligible, either indefinitely or for a stated period of time, to be awarded a Donor-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Donor-financed contract; and

- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Donor grant, requiring bidders, suppliers, contractors and consultants to permit the Donor to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Donor.
- 3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 5.4 and 23.1 (d) of the General Conditions of Contract.
- 3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the Donor will cancel the portion of the grant allocated to a Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Receiver or of a beneficiary of the grant during the procurement or the execution of that Contract, without the Receiver having taken timely and appropriate action satisfactory to the Donor to remedy the situation.

4. Eligibility

- 4.1 Except as provided in ITB Sub-Clauses 4.2 and 4.3, this bidding process is open to qualified (prequalified or not) firms from any country, pursuant to the *Guidelines: Procurement under IBRD Loans and IDA Credits* herein referred to as the *Procurement Guidelines*.
- 4.2 Firms of a member country may be excluded from bidding if:
- (a) either: (i) as a matter of law or official regulation, the Receiver's country prohibits commercial relations with that country, provided that the Donor is satisfied that such exclusion does not preclude effective competition for the supply of the Goods required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the

Receiver's country prohibits any import of Goods from that country or any payments to persons or entities in that country.

- (b) a firm has been engaged by (i) the Receiver or (ii) the Purchaser or (iii) a Purchasing Agent that has been duly authorized to act on behalf of the Receiver or Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.
 - (c) government-owned enterprises in the Receiver's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Receiver or Sub-Receiver under a Donor-financed project shall be permitted to bid or submit a proposal for the procurement of Goods under the project.
- 4.3 A firm declared ineligible by the World Bank in accordance with ITB Sub-Clause 3.1 (c) shall be ineligible to bid for this contract during the period of time determined by the World Bank.
 - 4.4 Pursuant to ITB Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.
 - 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.

5. Eligible Goods and Services

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

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

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

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

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

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

6.3 The documentary evidence of conformity of the Goods and Services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the Goods;
- (b) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- (c) any other procurement-specific documentation requirement as stated in the **Bid Data Sheet**.

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

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

OR, if such Registration Certificate has not yet been

obtained,

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

6.4.1 Deleted

6.4.2 Deleted

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

7. Qualifications of the Bidder

- 7.1 The Bidder shall provide documentary evidence to establish to the Purchaser's satisfaction that:
 - (a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet**, and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet**. If a prequalification process has been undertaken for the Contract, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification.
 - (b) in the case of a Bidder offering to supply Health Sector Goods, identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in the Purchaser's country;
 - (c) in the case of a Bidder who is not doing business within the Purchaser's country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty obligations

prescribed in the Conditions of Contract and/or Technical Specifications; and

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

- | | |
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| 8. One Bid per Bidder | 8.1 A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20). A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified. |
| 9. Cost of Bidding | 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. THE BIDDING DOCUMENTS

- | | |
|---|--|
| 10. Content of Bidding Documents | <p>10.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 12.</p> <div style="margin-left: 40px;"> <p>Section I. Instructions to Bidders (ITB)</p> <p>Section II. Bid Data Sheet (BDS)</p> <p>Section III. Eligibility</p> <p>Section IV. General Conditions of Contract (GCC)</p> <p>Section V. Special Conditions of Contract (SCC)</p> <p>Section VI. Schedule of Requirements</p> <p>Section VII. Technical Specifications</p> <p>Section VIII. Sample Forms (including Contract Agreement)</p> </div> <p>10.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, said Bidding Documents will take precedence.</p> |
| 11. Clarification of Bidding Documents | <p>11.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing or by cable (for these ITB, the term "cable" is deemed to include electronic mail, telex, or facsimile) at the Purchaser's address indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification received no later</p> |

than fourteen (14) calendar days prior to the deadline of submission of bids. Copies of the Purchaser's response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source.

12. Amendment of Bidding Documents

- 12.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.
- 12.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
- 12.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify all Bidders by cable confirmed in writing of the extended deadline.

C. PREPARATION OF BIDS

13. Language of Bid

- 13.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Bid, the translation shall govern.

14. Documents Constituting the Bid

- 14.1 The bid submitted by the Bidder shall comprise the following:
 - (a) duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section VIII;
 - (b) original form of bid security in accordance with the

provisions of ITB Sub-Clause 19 (Bid Security);

- (c) alternative offers, at the Bidder's option, when permitted;
- (d) written power of attorney authorizing the signatory of the bid to commit the Bidder;
- (e) in the absence of prequalification, documentary evidence in accordance with ITB Sub-Clause 4.4 establishing to the Purchaser's satisfaction the Bidder's eligibility to bid including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;
- (f) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 6 that the Goods and ancillary services to be supplied by the Bidder are eligible Goods and Services, pursuant to ITB Clause 5, and that they conform to the Bidding Documents;
- (g) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 7 that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Paragraph 7.1 (a) the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in said information, a statement to this effect;
- (h) any other documentation as requested in the **Bid Data Sheet**.

15. Bid Form

- 15.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.
- 15.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
 - (a) **Group A:** Bids offering Health Sector Goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be produced or

manufactured has been engaged in producing or manufacturing such Goods at least since the date of bid submission.

- (b) **Group B:** All other bids offering Health Sector Goods from within the country of the Purchaser.
- (c) **Group C:** Bids offering Goods of foreign origin already imported or to be imported by the Purchaser directly or through the Supplier's local agent.

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

16. Bid Prices

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

16.2 Prices shall be entered in the following manner:

- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination specified in the **Bid Data**

Sheet.

- (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, or CIF named port of destination, as specified in the **Bid Data Sheet**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination specified in the **Bid Data Sheet**;
 - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the **Bid Data Sheet**;
- (c) For Goods manufactured outside the Purchaser's Country, already imported:

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

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
- (iii) the price of the Goods, quoted CIP named place of destination, in the Purchaser's

Country obtained as the difference between (i) and (ii) above;

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

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

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

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

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

16.4 The Bidder's separation of price components in accordance with ITB Clause 16.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

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

16.6 Pursuant to Sub-Clause 16.1 above, and if so indicated in the **Bid Data Sheet**, bids are being invited for one or more items, or for individual Contracts (lots) each comprising at least eighty percent (80%) of the total number of items required under the lot. In both cases, each item offered must comprise the full quantity required under that item. Bidders wishing to offer any price reduction for the award of more

than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid prices.

17. Currencies of Bid

17.1 Prices shall be quoted in the following currencies:

- (a) The Bidder may express the bid price of the Health Sector Goods to be supplied from outside the Purchaser's Country entirely in the currency or currencies of World Bank member countries. If the Bidder wishes to be paid in a combination of different currencies, it must quote its price accordingly, but no more than three foreign currencies may be used.
- (b) Unless otherwise specified in the **Bid Data Sheet**, the Bidder shall express its prices for such goods to be supplied from within the Purchaser's country in the currency of the country of the Receiver.

18. Period of Validity of Bids

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

18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

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

19. Bid Security

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

amount in a freely convertible currency.

- 19.2 The bid security shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 18.2.
- 19.3 The bid security shall, at the Bidder's option, be in the form of either a letter of credit or a bank guarantee from a reputable banking institution, or a bond issued by a surety selected by the Bidder and located in any country. If the institution issuing the bond is located outside the purchaser's country, it shall have a correspondent financial institution located in the purchaser's country to make it enforceable. The format of the bank guarantee/bond shall be in accordance with the forms included in the bidding documents; other formats may be permitted, subject to the prior approval of the Purchaser.
- 19.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as nonresponsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.

- 19.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible.
- 19.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited
 - (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 18.2 and 25.3; or
 - (b) in the case of a successful bidder, if the Bidder fails within the specified time limit to:
 - (i) sign the contract, or
 - (ii) furnish the required performance security.

**20. Alternative Bids
by Bidders**

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

**21. Format and
Signing of Bid**

- 21.1 The Bidder shall prepare an original and the number of copies/sets of the bid indicated in the **Bid Data Sheet**, clearly marking each one as “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 21.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 14.1 (d) shall accompany the bid.
- 21.3 Any interlineation, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.
- 21.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract.

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

- (a) The Bidder shall enclose the original and each copy of the bid including alternative bids, if permitted in accordance with ITB Clause 20, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes containing the original and copies shall then be enclosed in another envelope.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures specified in the **Bid Data Sheet**

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser at the address given in the **Bid Data Sheet**;
- (c) bear the specific identification of this bidding process indicated in the **Bid Data Sheet**, the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet**; and
- (d) bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 23.1.

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

23. Deadline for Submission of Bids

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

23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents

in accordance with ITB Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Modification and Withdrawal of Bids

- 25.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 25.2 The Bidder's modification shall be prepared, sealed, marked, and dispatched as follows:
- (a) The Bidder shall provide an original and the number of copies specified in the **Bid Data Sheet** of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" and "BID MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION."
 - (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 22.2 and 22.3.
- 25.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids. The notice of withdrawal shall:
- (a) be addressed to the Purchaser at the address named in the **Bid Data Sheet**,
 - (b) bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words "BID WITHDRAWAL NOTICE," and
 - (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.

- 25.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.3, shall be returned unopened to the Bidders.
- 25.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 19.7.

E. OPENING AND EVALUATION OF BIDS

26. Bid Opening

- 26.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Clause 22.1, shall be as specified in the **Bid Data Sheet**. Bidders' representatives shall sign a register as proof of their attendance.
- 26.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding bid.
- 26.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts and alternative offers, if allowed in the Bid Data Sheet; the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 24.1.
- 26.4 Bids (and modifications sent pursuant to ITB Sub-Clause 25.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

- 26.5 The Purchaser will prepare minutes of the bid opening at the end of the opening session, including, as a minimum: the name of the Bidder and whether there was a withdrawal or modification; the bid price; including any discounts or alternatives offered if permitted in the Bid Data Sheet; the presence or absence of a bid security; the presence or absence of requisite powers of attorney.
- 26.6 The Bidder's representatives who are present shall be requested to sign the minutes. The omission of a Bidder's signature on the minutes shall not invalidate the content and effect of the minutes. The minutes should be distributed to all Bidders who request them.
- 27. Clarification of Bids**
- 27.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 30.1.
- 28. Confidentiality**
- 28.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 28.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 28.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.
- 29. Examination of Bids and Determination of Responsiveness**
- 29.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder.
- 29.2 The Purchaser may waive any minor informality,

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

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

29.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30. Correction of Errors

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

31. Conversion to Single Currency

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

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

or

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

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

32. Evaluation and Comparison of Bids

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

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

- (a) in the case of Goods manufactured in the Purchaser's country or Goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, that will be payable on the Goods if a contract is awarded to the Bidder;
- (b) in the case of Goods of foreign origin already imported and to be imported from abroad, customs duties and other similar import taxes paid or payable on the Goods if the contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

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

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

- (a) delivery schedule offered in the bid;
- (b) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (c) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

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

- (a) Delivery schedule.
 - (i) The Purchaser requires that the Health Sector Goods under these Bidding Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the Health Sector Goods at the site will be calculated for each bid after allowing for reasonable international and inland transportation time. A delivery “adjustment” will be calculated for and added to each bid by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the expected time of arrival specified in the Bidding Documents for evaluation purposes. No credit shall be given to early delivery.

or

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

or

- (iii) The Health Sector Goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule

of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(b) Deviation in payment schedule.

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

or

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is permitted in the **Bid Data Sheet**, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.

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

33. Domestic Preference

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

33.2 The Purchaser will first review the bids to confirm the

appropriateness of, and to modify if necessary, the bid group classification to which Bidders assigned their bids in preparing their Bid Forms and Price Schedules.

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

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

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

Domestic preference will be applied only to those items indicated in the Schedule of Requirements that meet the criteria under Paragraph 15.2 (a).

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

F. AWARD OF CONTRACT

34. Postqualification 34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 7.1 and any additional postqualification criteria stated in the **Bid Data Sheet**. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the lowest evaluated

bid to perform the Contract.

34.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate.

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

35. Award Criteria

35.1 Pursuant to ITB Clauses 32, 33, and 38, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 34.

36. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

36.1 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.

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

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

38. Notification of Award

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

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

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

pursuant to ITB Clause 19.

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

39. Signing of Contract

- 39.1 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.
- 39.2 Within twenty-eight (28) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

40. Performance Security

- 40.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Bidding Documents, or in another form acceptable to the Purchaser.
- 40.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 39 or ITB Sub-Clause 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

SECTION II. BID DATA SHEET

Bid Data Sheet

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

A. GENERAL

ITB 1.1	Name of Purchaser: United Nations Office for Project Services (UNOPS), New Delhi India (acting as purchasing agent on behalf of the Ministry of Health & Family Welfare, Government of India)
ITB 1.1	<p>Type of goods: 2nd and 3rd Antigen HIV (RAPID) Test Kits</p> <p>Name and identification number of the Contract: Supply of 2nd and 3rd Antigen HIV (RAPID) Test Kits</p> <p>IFB No: UNOPS India/ NACO/ HIVR/36/2009</p>
ITB 2.1	<p>The Borrower is: The Ministry of Health & Family Welfare, Government of India</p> <p>The name of the Project is: Third National HIV/AIDS Control Project</p> <p>The Project is financed by GFATM</p>
ITB 4.1 & 5.1	Applicable edition of the Guidelines: Procurement under IBRD Loans and IDA Credits [May 2004 Edition]
ITB 6.4	A bidder must submit a copy of the registration certificate of the Goods for use in India with its bid or before signing of the contract.
ITB 6.4 (b)	<p>By the time of Contract signing, the successful Bidder shall have submitted the following documentary evidence:</p> <p>1) Copy of Registration Certificate establishing registration of Goods to be supplied under the Contract, with the National Regulatory Authority of India viz. Central Drugs Standard Control Organization (CDSCO).</p> <p>2) Copy of documentation indicating that the goods proposed to be supplied under this contract are registered and licensed for use in India by the DCG (I) for imported pharmaceuticals and by the competent authority defined under the Drugs and Cosmetics Act 1940, after appropriate evaluation by centers approved by the DCG (I) for pharmaceuticals produced by indigenous manufacturers.</p> <p>Note: Because of the potential for delay when various government agencies must intervene in the registration process, bidders are alerted to inquire about registration requirements and procedures as early as possible.</p>

ITB 6.4.1	Additional information about the requirements for registration can be obtained from the Website: www.cdscsco.nic.in
ITB 7.1	<p>Qualification requirements for Bidders are listed below:</p> <p>The qualification criteria and the supporting document/information to be submitted along with the bid are detailed below:</p> <p>(A) Manufacturer Bidders</p> <ul style="list-style-type: none"> (i) that, in the case of a Bidder offering to supply Goods under the Contract which the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: <ul style="list-style-type: none"> (a) is incorporated in the country of manufacture of the Goods; (b) The pharmaceuticals offered should have the approval of the statutory authority in its country of origin. (c) has continuously manufactured and marketed the specific goods covered by this Bidding Document for at least one (1) year, and for similar Goods (viz. Diagnostic kits) for at least three (3) years (In support of this, data on past performance should be submitted as per Form 14 in Section VIII) ; (d) has shown evidence of compliance [for the factory where the specific goods are manufactured and are being offered for supply] with ISO 13485:2003 (or FDA 21 CFR 820) by way of accreditation by an independent recognized certification body, and a protocol for testing QUALITY AND SHELF-LIFE of products by the manufacturer."; (e) provides the evidence that it has the financial, technical and production capability necessary to perform the contract as under: <ul style="list-style-type: none"> -- that it has successfully completed at least one similar contract within the period of last five years (preceding two months before the date of bid opening) for supply of goods offered. Value of completed contract should be minimum of equivalent to INR 10 million against a schedule and that includes comparable/similar products e.g. Diagnostic Kits -- that it has installed annual production capacity for the specific item, to match the quantities offered. -- that it has generated an annual turnover of at least of the value equivalent to INR 35 million to qualify for a

schedule and **INR 70 million** to qualify for both the schedule in any one of the last five years (preceding two months before the date of opening of bids)

- (f) provides proof of experience with and knowledge of modes of packing, distribution, and transportation of pharmaceuticals and diagnostic kits similar to those subject to bidding under logistical and climatic conditions similar to the ones in the purchaser's country. It should provide names of countries to which the bidder has supplied (including packaged, distributed, and transported) products worth at least equivalent to US \$ 50,000 or more within the past five years.
- (iii) The Bidder shall also submit the following additional information/documents:
 - (a) A copy of its manufacturing license and a statement of installed manufacturing capacity certified by Regulatory Authority.
 - (b) copies of its audited financial statements for the past three fiscal years.
 - (c) details of on-site quality control laboratory facilities and services and range of tests conducted;
 - (d) list of major supply contracts conducted (Completed and ongoing) within the last five years as per form 14 in Section VIII.
 - (e) Capacity and quality certification form in the specified format (Form 15 of Section VIII). For item no 6 & 7 only certificate from auditor of the company (not any other CA) will also be acceptable.

(B) Non Manufacturer Bidder

- (a) In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, (all supporting documents **that the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under (A) above** /information as asked above for manufacturer shall be submitted with the bid), as per authorization Form 8 in Section VIII;
- (b) The bidder has successfully completed at least two similar contracts within the period of last five years

(preceding two months before the date of opening of bids) for supply of goods. Value of each completed contract should be at least 50% of that indicated in (e) above and that includes comparable products e.g. Diagnostic kits

- (c) The bidder will also submit the list of major supply contracts completed and in hand within the last five years as per form 14 in Section VIII.

For Both (A) and (B)

Additional Qualification requirements:

- (i) The bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder and the manufacturers whose products are being offered by the bidder, in the last five years. Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls etc.) may be treated as unsatisfactory performance history while deciding the award of contract. If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.
- (ii) The bidder shall provide an undertaking that:
 - a) The proprietor/promoter/director of the firm, its employee, partner or representative is not convicted by a court of law following prosecution for offence involving moral turpitude in relation to business dealings including malpractices such as bribery, corruption, fraud, substitution of bids, interpolation, misrepresentation, evasion, or habitual default in payment of tax levied by law; etc.
 - b) The firm do not employ a government servant, who has been dismissed or removed on account of corruption.
- (iii) Details of Persons that UNOPS may contact for requests for clarification during bid evaluation:
 - i. Name:
 - ii. Tel number (direct):
 - iii. Email address
- (iv) The Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email IDs. For Banks from outside India the details of the correspondent Bank in India.

	<p>NOTE- (1) An agent submitting a bid in its own name will be treated as a non-manufacturer bidder.</p> <p>(2) The bidders are advised to complete the Checklist given in Annexure I 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.</p>
ITB 8.1	<p>Replace the existing clause with:</p> <p>A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20) or as supplier/sub-contractor to Bidder(s). A firm that submits more than one bid either individually or, as a member of a joint venture or, as supplier/sub-contractor to Bidder(s), will cause all the bids within the same schedule with the firm's participation to be disqualified.</p>
ITB 8.2	<p>Add the following as Clause 8.2:</p> <p>“8.2 "If any agent submits bids on behalf of more than one Bidder, each bid must be accompanied by a separate bid form signed by the Bidder, bid security in the name of the Bidder, and authorization from the respective Manufacturer failing which the bid will be rejected as non-responsive”.</p>

B. THE BIDDING DOCUMENTS

ITB 11.1	<p>Purchaser's address:</p> <p>India Procurement Office United Nations Office for Project Services (UNOPS), 11 Golf Links, New Delhi - 110003 Telephone: +91-11-30417400 Facsimile: +91 -11-43508527 e-mail: procurementinoc@unops.org</p>
ITB 11.2	<p>Add as clause 11.2 to the ITB the following</p> <ul style="list-style-type: none"> • The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of UNOPS at 11 Golf Links New Delhi-110003 at 11 am at 11 Golf Links New Delhi 11003, India • The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

	<ul style="list-style-type: none"> • The Bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting. • Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. • Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder
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C. PREPARATION OF BIDS

ITB 13.1	<p>The language of all correspondence and documents related to the bid is: English. Moreover, the key passages of all accompanying printed literature in any other language must be translated into the above language.</p>
ITB 14.1 (h)	<p>In addition to the documents stated in Paragraphs 14.1 (a) through (g), the following documents must be included with the Bid:</p> <ul style="list-style-type: none"> - Certification of incorporation of the bidder and manufacturer - Legally valid joint venture agreement, if applicable, specifying the financial stakes of each of the joint venture partners - Bidders who are not primary manufacturers should provide evidence that their product offered in the bid conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. <p>A “primary manufacturer” is defined as a company that performs all the manufacturing and processing operations needed to produce the specific Good 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.</p> <ul style="list-style-type: none"> - The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturers is licensed to manufacture the Goods offered

	<p>- The following details shall also be provided by Indian Bidders:</p> <ol style="list-style-type: none"> Name, address, PAN and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company. Company's PAN and Income Tax details and ward/circle where they are being assessed. Registration details of the company under VAT, local and Central Sales Tax and other laws as may be applicable. and also Sales tax/VAT clearance certificate.
ITB 15.4	<p>Add this clause 15.4</p> <p>Bidders may note that bids offering Goods from within the country of the purchaser should indicate the prices entirely on EXW(ex-works / ex-factory /ex-warehouse/ex-showroom/or off-the-shelf as applicable).</p>
ITB 16.2 (a) (iii), b (i), (b) (ii) & (c) (v)	<p>The final destination is specified in the Schedule of Requirements (Section VI).</p>
ITB 16.2 (a)	<p>Add the following at the end of this clause:</p> <p>If the bidder has considered the deemed export benefits in its bid, the bidder shall confirm and certify that MOHFW will not be required to undertake any responsibilities of the deemed export scheme or the benefits available during contract execution except issuing the required certificates.</p> <p>Bids which do not conform to this provision or any condition by the bidder which makes the bid subject to availability of deemed export benefits or compensation on withdrawal of or any variations to the deemed export benefits scheme will make the bid non responsive and hence rejected.</p> <p>Bids which do not furnish the informational requirements in the preceding paragraph to obtain the necessary certificate for deemed exports or other benefits will not be compensated separately on this account by the Purchaser.</p>
ITB 16.2 (b) (i) and (c) (iii)	<p>Prices for Goods offered from abroad shall be quoted as: CIP final place of destination as specified in schedule of Requirements (Section VI) as well as CPT final place of destination as specified in schedule of Requirements</p>
ITB 16.2 (b) (iii)	<p>FCA option Deleted</p>
ITB 16.5	<p>Prices quoted by the Bidder shall be <i>“fixed”</i>.</p>
ITB 16.6	<p>Bids are being invited for one or more schedules. No bid will be considered responsive if the complete requirement covered in the schedule is not included in the bid. Bidders are allowed the option to</p>

	bid for any one or more schedules and to offer discounts for combined schedules. These discounts will be taken in to account in the evaluation of the bids so as to determine the bid or combination of bids offering the lowest evaluated cost for the purchaser in deciding award(s) for each schedule.
ITB 18.1	The bid validity period shall be up to December 27, 2009
ITB 18.3	<p>Substitute this clause with the following”</p> <p>“In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension and in the event that the Purchaser requests and the Bidder agrees to an extension of the validity period, the contract prices, if the bidder is selected for award, shall be the bid price corrected as follows :</p> <p>(a) The foreign currency component of the prices shall be increased by the factor 0.077% for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful Bidder.</p> <p>(b) Similarly, the local currency component of the price shall be increased by the factor 0.096% for each week, or part of a week, that has elapsed from the expiration of the initial bid validity to the date of notification of award of the successful Bidder.</p>
ITB 18.4	<p>Insert the following as Clause 18.4:</p> <p>Bid evaluation will be based on the bid prices without taking into consideration the above correction</p>
ITB 19.1	<p>Each bid will be accompanied by the bid security. The bid security will be in Indian rupees or in US Dollars. The amount of bid security required is specified in Schedule of Requirements. If the bidder is submitting bid for more than one schedule the amount of the Bid Security shall be sum of the respective schedule. The bidder has the option to submit individual bid security instrument for different schedules.</p> <p>Please provide contact details of the issuing bank (fax/email) for the purpose of verifying the authenticity of the Bid Security</p>
ITB 19.3	<p>Substitute this clause with the following:</p> <p>The bid security shall, at the Bidder's option, be -</p> <p>(i) in the form of a Bank Guarantee from a reputable banking institution in favour of UNOPS i.e. a banking institution certified by the Central bank's of the country to operate as commercial bank in the country. The format of the bank guarantee shall be in accordance with the forms included in the bidding documents; other formats may be permitted, subject to the prior approval of the Purchaser.; or</p>

	ii) in the form of a irrevocable certified check or a demand draft from a reputable banking institution in favour of UNOPS New Delhi
ITB 20.1	Alternative bids are allowed. For each schedule, Bidder can quote separately for one, two or all the principles. The purchaser may select any of the principle as per clause 32.4 (c)
ITB 21.1	Required number of copies of the bid: 02 (1 original + 1 copy).

D. SUBMISSION OF BIDS

ITB 22.1 (b)	Bidders shall not have the option of submitting their bids electronically.
ITB 22.2 (b)	The address for bid submission is: United Nations Office for Project Services (UNOPS), Attention: Director India Procurement Office 11 Golf Links New Delhi 11003, India
ITB 22.2 (c) & (d)	The inner and outer envelopes shall bear the following additional identification marks: Invitation for Bids Title : Invitation for Bids number: Schedule Number: Time & Date of Submission of Bids: Name of the Goods.
ITB 23.1	See the above data for ITB Sub-Clause 22.2 (b) for the address and deadline for bid submission. Deadline for bid submission is: 1600 hours (Indian Standard Time) on August 27, 2009 . Add the following new sentence at the end of Sub-Clause 23.1: “In event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day”.
ITB 24.1	See the above data for ITB Sub-Clause 23.1 for the deadline for bid submission.
ITB 25.2 (a)	The required number of copies of bid modifications is the same as the number of copies of the original bid specified above in the data for ITB Sub-Clause 21.1
ITB 25.3 (a)	See the above data for ITB Paragraph 22.2 (b) for the address to use

for submission of a bid withdrawal notice.

E. BID OPENING AND EVALUATION

ITB 26.1	<p>Time, date, and place for bid opening are: 16.15 hrs (Indian Standard Time) on August 27, 2009, at the following address:</p> <p style="text-align: center;">India Procurement office United Nations Office for Project Services (UNOPS), 11 Golf Links ,New Delhi 110003, India Fax: 91-11-43508527 Tel: 91-11-30417400</p> <p>Add at the end of this clause: “In the event of the specified date of the bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day”.</p>
ITB 29.4	<p>Replace the second sentence with the following:</p> <p>“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.”</p>
ITB 31.3	<p>The currency chosen for the purpose of converting to a common currency is Indian Rupee.</p> <p>The source of exchange rate would be the UN operational rate of exchange on the date of bid opening.</p>
ITB 32.1	<p>If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantial responsive, the average price of the item quoted by substantially responsive Bidders will be added to the Bid Price and the equivalent total cost of the Bid so determined will be used for price comparison</p>
ITB 32.3	<p>While the bids shall be evaluated in accordance with ITB 32, the Purchaser retains the right to sign the Contract either on CIP final place of destination as specified in Schedule of Requirements (Section VI); or CPT final place of destination as specified in Schedule of Requirements (Section VI).</p>
ITB 32.4 (c)	<p>The Purchaser can select any one of the principle to be used for 2nd line of testing which will be different from the principle selected for 1st line of testing based on the result IFB No. UNOPSIndia/NACO/HIVRKits/16/2009. Also, the principle for 3rd line of testing will be selected different from 1st and 2nd line of testing.</p>

ITB 32.5	<p>The factors retained pursuant to ITB Sub-Clause 32.4 and the quantification methods are:</p> <p>The Purchaser's evaluation of a bid will take into account, in addition to the bid price referred in Clause 16.2 above and the price of incidental services, the following factors:</p> <p>Cost of inland transportation, insurance and other local costs incidental to the delivery of the Goods to their final destinations as quoted pursuant to ITB Clause 16.2</p>
ITB 32.5 (a)	The Purchaser will not consider deviations in the Delivery Schedule.
ITB 32.5 (b)	The Purchaser will not consider deviations in the payment schedule in the SCC
ITB 33.1	A margin of domestic preference will apply.

F. POST-QUALIFICATION AND AWARD OF CONTRACT

ITB 34.1	Before the award of the contract the purchaser may inspect the manufacturing facilities of the responsive bidders as well as the site of manufacturers of the goods being supplied, to assess his capacity to successfully perform the contract as per the terms and conditions specified in the bid document.
ITB 37.1	The Purchaser can increase or decrease the quantity required by 20% any time during the currency of the Contract.
ITB 38.5	<p>Add after the first line:</p> <p>These details will also be published on the web sites of the Purchaser and /or Purchasing Agent</p>
ITB 38.6	<p>Add the following as Clause 38.6</p> <p>Bidders perceiving that they have been unjustly or unfairly treated in connection with a solicitation, evaluation, or award of a contract, may complain to the UNOPS Ethics Officer: The UNOPS Ethics Officer can be contacted at ethicsofficer@unops.org; Fax: +45 3546 7501.</p>

SECTION III. ELIGIBLE COUNTRIES

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

1. Firms of a Country or goods manufactured in a Country may be excluded if:
 - a. as a matter of law or official regulation, the Receiver's Country prohibits commercial relations with that Country, provided that the Donor is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or
 - b. by an Act of Compliance with a Decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Receiver's Country prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:
 - (a) With reference to paragraph (a): NIL

 - (b) With reference to paragraph (b): NIL

SECTION IV. GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

1. Definitions

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

indicated:

- (a) “The Contract” means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “Day” means calendar day.
- (d) “Effective Date” means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.
- (e) “Eligible Country” means the countries and territories eligible for participation in procurements financed by the World Bank as defined in the *Guidelines: Procurement under IBRD Loans and IDA Credits*.
- (f) “End User” means the organization(s) where the goods will be used, as **named in the SCC**.
- (g) “GCC” means the General Conditions of Contract contained in this section.
- (h) “The Goods” means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “The Purchaser” means the organization purchasing the Goods, as **named in the SCC**.
- (j) “The Purchaser’s country” is the country **named in the SCC**.
- (k) “Registration Certificate” means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser’s country in accordance with the Applicable Law.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the

Contract.

- (n) “The Site,” where applicable, means the place or places **named in the SCC.**
- (o) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC.**
- (p) “The World Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

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| 2. Application | 2.1 | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| 3. Country of Origin | 3.1 | All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC. |
| | 3.2 | For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. |
| | 3.3 | The origin of Goods and Services is distinct from the nationality of the Supplier. |
| 4. Standards | 4.1 | The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution. |
| 5. Use of Contract Documents and Information; Inspection and Audit by the Bank | 5.1 | The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. |
| | 5.2 | The Supplier shall not, without the Purchaser’s prior written consent, make use of any document or information |

enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.

- 5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and/or the accounts and records of the Supplier and its sub-contractors relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank. The Supplier's attention is drawn to Clause 23, which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Procurement Guidelines).

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

- 6.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Purchaser's country. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Purchaser's country.
- 6.2 Unless otherwise **specified in the SCC**, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the Purchaser's country that the Goods have been registered for use in the Purchaser's country.
- 6.3 If thirty (30) days, or such longer period **specified in the SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 6.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

7. Patent Rights

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

8. Performance Security

- 8.1 Within twenty-eight (28) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in the SCC**.

- 8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 8.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Bidding Documents or another format acceptable to the Purchaser; or
 - (b) a cashier's or certified check.
- 8.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.

9. Inspections and Tests

- 9.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- (a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.
 - (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
 - (c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten

(10) days of receipt of the Goods or part of Goods at place of final destination.

- 9.2 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10. Packing

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

11. Delivery and Documents

- 11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC**.
- 11.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 11.3 Documents to be submitted by the Supplier are **specified in the SCC**. *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

12. Insurance

- 12.1 The Goods supplied under the Contract shall be fully insured

in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

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

13. Transportation

- 13.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 13.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 13.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
- 13.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

14. Incidental Services

- 14.1 The Supplier shall provide such incidental services, if any, as are **specified in the SCC**.
- 14.2 Prices charged by the Supplier for incidental services, if not

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

15. Warranty

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

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

- 15.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.

- 15.3 In the event of a dispute by the Supplier, a counteranalysis 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 counteranalysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

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

payments due to the Supplier under this Contract.

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

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in the SCC** subject to the following general principle: Payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.
- 16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in the SCC** or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:
- (a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;

- (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments**
 - 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Assignment**
 - 20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 21. Delays in the Supplier's Performance**
 - 21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
 - 21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
 - 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.
- 22. Liquidated Damages**
 - 22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the

percentage **specified in the SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
- (b) if the Goods do not meet the Technical Specifications stated in the Contract; or
- (c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.
- (d) if the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 23 shall apply as if such expulsion had been made under Sub-Clause 23.1.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence

¹ "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

² A "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

³ "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

improperly the actions of another party;

- (iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 5.
- (e) should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.
- (f) if the Supplier fails to perform any other obligation(s) under the Contract.

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

24. Force Majeure

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

24.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the

⁴ A “party” refers to a participant in the procurement process or contract execution.

Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

25. Termination for Insolvency

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

26. Termination for Convenience

- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then

either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

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

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

27.3 Notwithstanding any reference to arbitration herein,

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

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing Language

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

30. Applicable Law

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

31. Notices

- 31.1 Any notice given by one party to the other pursuant to this

Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in the SCC**.

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

32. Taxes and Duties

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

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

SECTION V. SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

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

1. Definitions (GCC Clause 1)

GCC 1.1 (f)	The end user is: the Consignees stated in the Schedule of Requirements..
GCC 1.1 (i)	The Purchaser is: United Nations Office for Project Services (UNOPS), New Delhi India acting as Procurement Agent on behalf of the Ministry of Health & Family Welfare , Government of India pursuant to the Agreement between the Ministry of Health and Family Welfare (MOHFW), Government of India and the United Nations Office for Project Services (UNOPS) dated May 30, 2007
GCC 1.1 (j)	The Purchaser's country is India
GCC 1.1 (n)	The Site is/are: as specified in the Schedule of Requirements.
GCC 1.1 (o)	The Supplier is: To be provided at the time of contract signing.

2. Application (GCC Clause 2)

GCC 2	There are no Special Conditions of Contract applicable to GCC Clause 2.
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3. Country of Origin (GCC Clause 3)

GCC 3.1	The World Bank maintains a list of countries whose Bidders, Goods, and Services are not eligible to participate in this procurement. This list is updated regularly, and it is available from the Public Information Center of the World Bank. A copy of this list is contained in the section of this bidding document entitled "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement.
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4. Standards (GCC Clause 4)

GCC 4	There are no Special Conditions of Contract applicable to GCC Clause 4.
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5. Use of Contract Documents and Information (GCC Clause 5)	
GCC 5	There are no Special Conditions of Contract applicable to GCC Clause 5.
6. Certification of Goods in Accordance with Laws of India (GCC Clause 6)	
GCC 6.1	The Supplier must have a valid Manufacturing license form the appropriate authority of country of manufacturer and registration of the Goods with CDSCO (Central Drug Standards Control Organization), India, during the performance of the Contract. The Purchaser will not extend any assistance in matters of registration of the product.
GCC 6.2	Not Used
GCC 6.3	Not Used
7. Patent Rights (GCC Clause 7)	
GCC 7	There are no Special Conditions of Contract applicable to GCC Clause 7.
8. Performance Security (GCC Clause 8)	
GCC 8.1	Performance security, in favour of UNOPS, shall be for an amount equal to 5 percent of the Contract Price and shall be valid till 16 weeks after the date of completion of contractual obligations.
GCG 8.3 (a)	<p>Amend the paragraph as under:</p> <p>The performance security shall be in the form of a bank guarantee and the named beneficiary shall be UNOPS. The bank guarantee shall be issued either (a) by a bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India) or a foreign bank through a correspondent bank located in the country of the Purchaser (Nationalized or Scheduled Bank in India), or (b) directly by a foreign bank which has been determined in advance to be acceptable to the Purchaser. The bank guarantee shall be in the format provided in the Bidding Documents.</p> <p>Letter of credit is not acceptable</p>
GCC 8.3 (b)	GCC 8.3 (b) is deleted.
GCC 8.4	In the event of any amendment issued to the Contract, the Supplier

	shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary) rendering the same valid in all respects in terms of the Contract, as amended.
9. Inspection and Tests (GCC Clause 9)	
GCC 9.1	<p>The Inspection and tests, as applicable under I or II shall be:</p> <p>I. For Goods supplied from outside India.</p> <p>a) For goods supplied from outside India, Purchaser retains the right to perform pre-shipment inspection at the manufacturer's premises and an independent quality control laboratory batch analysis. The Purchaser also retains the right to inspect and test the goods at the port of entry. However on arrival at the port of entry, each consignment shall be tested by the Drug Controller General of India or his representative. For this purpose, the Purchaser shall notify the Drug Controller General of India (or his representative) about the expected arrival of the consignment at the port of entry. On the arrival of the goods, the representative of the Drug Controller General of India will examine/test the consignment to satisfy himself that the goods conform to the technical specification. Only such goods are permitted to enter the country, which are found to fully conform to the technical specifications. Cost of DCGI Inspection/testing will not be charged to the Supplier. 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 the Dispatch Clearance Certificate from the Purchaser.</p> <p>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).</p> <p>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.</p> <p>II. For Goods supplied from Within India</p> <p>The Purchaser will arrange a pre-shipment inspection and an independent quality control laboratory batch analysis for each batch. The goods shall not be dispatched unless they are inspected and sampled for batch-testing by the Purchaser's representative, in the Supplier premises and satisfactorily tested in a lab identified by the Purchaser. The Supplier will not dispatch the consignment unless he</p>

	<p>has received the Dispatch Clearance Certificate issued by the Purchaser. 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.</p> <p>For both I and II above:</p> <p>The inspection and test procedure is specified in Technical Specifications.</p>
GCC 9.1 (a)	<p>The related costs of the pre-shipment inspection for the first inspection of goods along with cost of samples taken, shall be borne by the Purchaser. The cost of subsequent inspection due to rejection of Goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser's agent to ascertain whether the Goods are in conformity with the technical specifications of the contract or not.</p> <p>The Supplier shall put up the goods for such inspection to the Purchaser's inspector 15-25 days (depending on the time required for pre-dispatch inspection & testing) ahead of the contractual delivery period, so that deliveries to the consignees are completed as per the contractual delivery period.</p>
GCC 9.1 (c)	<p>Regardless of any pre-shipment inspection (and the result thereof) undertaken by the Purchaser, the Purchaser/Consignee may inspect and/ or test the Goods at final destination.</p> <p>If Acceptance Certificate indicating the quantities accepted or rejected is not issued by the Consignee within 21 days of the delivery of Goods, the Goods will be deemed to be accepted</p>
GCC 9.3	<p>Add the following new clause 9.3:</p> <p>9.3 Group 'A' supplier should provide following documents to the Purchaser or its representative against each lot offered for inspection</p> <ul style="list-style-type: none"> i) A certificate in regard to the country of origin of the raw materials used ii) A certificate in regard to the % of value addition done in India iii) A certificate in regard to the 'Country of Origin' of the finished products
10. Packing (GCC Clause 10)	
GCC 10.2	The quality of packing, the manner of marking within & outside the

	packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications, including amendments thereto and/or to the contract, if any.
11. Delivery and Documents (GCC Clause 11)	
GCC 11.1 & 11.3	<p>The details of shipping and/or other documents, as applicable under I or II below, to be furnished by the Supplier are:</p> <p>I. For Goods supplied from abroad:</p> <p>(A) Upon shipment, within 24 hours the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and 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 forty-eight (48) 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, three sets of documents comprising of two originals and one copy of the following:</p> <p>(i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India; the Contract number, credit number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;</p> <p>(ii) Negotiable, clean, on-board through bill of lading marked “freight prepaid” and indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;</p> <p>(iii) Packing list identifying contents of each package;</p> <p>(iv) Manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;</p> <p>(v) Supplier’s Certificate of Origin covering all items supplied;</p>

	<p>(vi) Internal Test Analysis Report of the Manufacturer for the items offered and 4 copies</p> <p>(vii) Certificate of Inspection furnished to Supplier by the nominated agency (where inspection is required) and six copies; and</p> <p>(viii) Certificate of quality control test results on the Quality of Products stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, and other tests as appropriate to the Goods</p> <p>(ix) Certificate of weight issued by the port authority/licensed authority and six copies</p> <p>(x) Any other/additional procurement – specific document(s) required for delivery/payment purposes.</p> <p>The above sets of documents shall be received by the Purchaser at least 3 days before the arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>(B) The Supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier shall provide the Consignee two originals and one copy of the documents mentioned below:</p> <p>(i) Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc Delivery note must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Packing list identifying contents of each package.</p> <p>(iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied</p> <p>II. For Goods from within the Purchaser's country:</p> <p>(A) Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser three sets of documents comprising of two originals and one copy of the following:</p> <p>(i) Commercial invoice, indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health &</p>
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	<p>Family Welfare, Govt. of India, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;</p> <p>(ii) Railway consignment note, road consignment note, truck or airway bill, or multimodal transport document showing Purchaser as United Nations Office for Project Services on behalf of Ministry of Health & Family Welfare, Govt. of India and delivery through to final destination as stated in the Contract.</p> <p>(iii) Acknowledgement of receipt of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC)</p> <p>(iv) Packing list identifying contents of each package</p> <p>(v) Manufacturer's or Supplier's Warranty certificate covering all items supplied</p> <p>(vi) Supplier's Certificate of Origin covering all items supplied</p> <p>(vii) Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)</p> <p>(viii) Internal Test Analysis Report of drugs and/or medical devices of the Manufacturer and 4 copies</p> <p>(ix) Copy of notification of the local tax authority in support of rate of tax indicated in invoice.</p> <p>(x) Any other/additional procurement-specific document(s) required for delivery/payment purposes.</p> <p>(B) The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee two originals and one copy of the documents mentioned below:</p> <p>(i) Consignment Receipt Certificate, indicating Goods' description, quantity, batch number, date of expiry etc. Consignment Receipt Certificates must be signed in original and stamped or sealed with the Consignee's official stamp/seal;</p> <p>(ii) Packing list identifying contents of each package.</p>
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	<p>(iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.</p> <p>For both I and II above:</p> <p>In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the Acceptance Certificate, to be issued in accordance with GCC 9.1.</p>
12. Insurance (GCC Clause 12)	
GCC 12.1	The insurance shall be in an amount equal to 110 percent of the CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes. However, the Purchaser may decide to arrange the cargo Insurance on its own and sign the contract on CPT basis.
13. Transportation (GCC Clause 13)	
GCC 13	There are no Special Conditions of Contract applicable to GCC 13.
14. Incidental Services (GCC Clause 14)	
GCC 14.1	<p>Incidental services to be provided are:</p> <p>(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.</p> <p>(b) The Supplier shall provide such other services , if any stated, in the Technical Specifications</p>
15. Warranty (GCC Clause 15)	
GCC 15.1	Without limitation of any other warranties stated in or arising under this Contract, the Supplier warrants and represents that the goods, drugs, equipment and/or services supplied are of the quality, quantity and description required by the Contract.
GCC 15.2	The period mentioned as three months to be read as six months
GCC 15.4	The period for the replacement of defective Goods is: 30 days
16. Payment (GCC Clause 16)	
GCC 16.1 & 16.4	<p>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:</p> <p>(A) Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in the currency of</p>

the Contract Price in the following manner:

(i) On Delivery to Consignee: Ninety (90) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within thirty (30) days of submission of documents specified in GCC Clause 11 above along with Consignee Receipt Certificate (Form 16), by direct bank transfer to the Supplier's nominated bank account.

(ii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of acceptance of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India); the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate (Form-17) issued by the Consignee.

Payment of local currency portion shall be made in Indian Rupee within thirty (30) days of presentation of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India) the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Consignee

(B) Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in Indian Rupee, as follows:

(i) On Delivery to Consignee: Ninety (90) percent of the Contract Price of the Goods delivered to the Consignee shall be paid within 30 days of submission of documents specified in GCC Clause 11 along with the Consignee Receipt Certificate (Form 16 of the bid document).

(ii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of acceptance of the Goods upon submission of an invoice (indicating the United Nations Office for Project Services as the Purchaser on behalf of Ministry of Health & Family Welfare, Govt. of India; the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate (Form 17 of the bid document) issued by the Consignee.

For both (A) and (B) above:

If Acceptance Certificate is not issued by the Consignee within 21 days

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

25. Termination for Insolvency (GCC Clause 25)

GCC 25	There are no Special Conditions of Contract applicable to GCC 25.
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26. Termination for Convenience (GCC Clause 26)

GCC 26	There are no Special Conditions of Contract applicable to GCC 26.
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27. Settlement of Disputes (GCC Clause 27)

GCC 27.2.2	<p>The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows:</p> <p>Clause 27.2.2 (a) below shall be retained in the case of a Contract with a foreign Supplier and Clause 27.2.2 (b) shall be retained in the case of a Contract with an Indian Supplier</p> <p>(a) Contracts with foreign Supplier:</p> <p>Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p>(b) Contracts with Indian Supplier:</p> <p>(i) In case of dispute or difference arising between the Purchaser and a Supplier relating to any matter arising out of or connected with this Contract, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>(ii) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (i) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the</p>
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	<p>appointment of the Arbitrator shall be made in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>(iii) The venue of Arbitration shall be New Delhi and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.</p> <p>(iv) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(v) The provisions of the Arbitration and Conciliation Act of 1996 along with the Rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.</p> <p>For Both (a) and (b):</p> <p>If a dispute under the Supplier Contract raises the same issues as those in respect of a related dispute with another supplier contract, the Purchaser will have the option of having the arbitration proceedings joined.</p>
28. Limitation of Liability (GCC Clause 28)	
GCC 28	There are no Special Condition of Contract applicable to GCC 28.
29. Governing Language (GCC Clause 29)	
GCC 29.1	The governing language of the contract shall be English.
30. Applicable Law (GCC Clause 30)	
GCC 30.1	<p>Contracts with Suppliers:</p> <p>The Contract shall be interpreted in accordance with the Laws of Union of India.</p>
31. Notices (GCC Clause 31)	

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

SECTION VI. SCHEDULE OF REQUIREMENTS

SECTION VI

SCHEDULE OF REQUIREMENTS

Schedule	DESCRIPTION	UNIT	REQUIRED QUANTITY FOR EACH	BID SECURITY IN INR	BID SECURITY IN USD
I	HIV (Rapid) Tests 2 nd Antigen (individually packed)	Tests	4,64,404	350,000	7,000
II	HIV (Rapid) Tests 3 rd Antigen(individually packed)	Tests	4,64,404	350,000	7,000

Note: (1) The goods must be supplied duly packed and packing size shall be Forty Eight (48) tests per Kit **individually packed**.

(2) The quantity can be increased or decreased by the purchaser any time during the validity of the Contract.

Delivery Schedule & Consignee details: Within 90 days of NOA

Terms of Delivery:

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

CONSIGNEE ADDRESS AND CONSIGNEE-WISE QUANTITY DISTRIBUTION

Names of States and UTs	No. of test 2nd Antigen	No. of test 3rd Antigen
Andra Pradesh	100800	100800
Assam	4800	4800
Andaman and Nicobar (UT)	720	720
Arunachal pradesh	1920	1920
Bihar	13200	13200
Chandigarh (UT)	2208	2208
Chattisgarh	5760	5760
Dadar & Nagar Haveli	192	192
Daman & Diu	240	240
NCT Delhi	10272	10272
Goa	2064	2064
Gujarat	20400	20400
Haryana	5760	5760
Himachal Pradesh	2496	2496
Jammu and Kashmir	1440	1440
Jharkhand	3600	3600
Karnataka	55200	55200
Kerala	9120	9120
Lakshadweep (UT)	192	192
Madhya Pradesh	8544	8544
Maharashtra+ Mumbai	90240	90240
Manipur	3600	3600
Meghalaya	720	720
Mizoram	1632	1632
Nagaland	3600	3600
Orissa	10752	10752
Puducherry (UT)	1632	1632
Punjab	5760	5760
Rajasthan	18720	18720
Sikkim	720	720
Tamil Nadu+ Chennai	44400	44400
Tripura	576	576
Uttar Pradesh	14400	14400
Uttarakhand	2688	2688
West Bengal	16080	16080
Total	464448	464448

NOTE: The Detailed address, telephone numbers etc of Consignees is given in Annexure II

SECTION VII. TECHNICAL SPECIFICATIONS

PART A - TECHNICAL SPECIFICATIONS

PART A

SECTION VII: TECHNICAL SPECIFICATIONS FOR HIV (RAPID) TEST KITS

NOTE :The Bidder can offer all the following principles indicating their price separately . Pl see ITB 20.1 and 32.4 (c)

1. BY PRINCIPLE OF AGGLUTINATION

<i>Our Minimum Requirements</i>	
1.	The indigenous HIV antibody rapid test kits should have a valid license issued by the competent authority defined under Drugs & Cosmetics Act, 1940 after appropriate evaluation by the centers approved by DCG(I). The imported rapid test kits should have the approval of the statutory authority in the country of Origin/manufacture and should satisfy the requirements of Drugs & Cosmetics Act in India.
2.	The assay should be able to detect antibodies of HIV1, HIV2 and all the subtypes by detection of antibodies by the agglutination method.
3.	The assay should have sensitivity of 99.5% or more and specificity of 98% or more as per data from an identified national reference laboratory.
4.	The assay should have solid phase/ particles coated with synthetic and/ or recombination or both types of antigens of HIV1 & HIV2
5.	Total procedure time should not be more than 30 minutes
6.	The manufacturers should ensure that : <ul style="list-style-type: none"> (a) The test kit should be packed such that there is a provision to conduct single test at a time; (b) The assay components should include HIV positive and negative serum controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls); and (c) The pack size of HIV rapid test kits should not be more than 50 tests per Kit.
7.	The HIV rapid test kit should have a shelf life of 12 months at the time of dispatch to the consignee. The kits should be sent by the shortest route in cold chain.
8.	The supplier/ local agent should have the facility to store kits at 2 ^o C to 8 ^o C.

9. The supplier should supply Kits for at least 600 tests free of cost from each lot for random evaluation at the identified laboratories for pre-dispatch lot verification. Protocols for each batch to be attached
10. Literature, detailing the components, methodologies, validity criteria, performance characteristics, storage conditions, manufacturing and expiry dates should be provided with each kit

2. By Principle of Enzyme Immuno Assay

<i>Our Minimum Requirements</i>	
1.	The indigenous HIV antibody rapid test kits should have a valid license issued by the competent authority defined under Drugs & Cosmetics Act, 1940 after appropriate evaluation by the centers approved by DCG(I). The imported rapid test kits should have the approval of the statutory authority in the country of Origin/manufacture and should satisfy the requirements of Drugs & Cosmetics Act in India.
2.	The assay should be able to detect antibodies of HIV1, HIV2 and all the subtypes by detection of antibodies by the enzyme immuno assay.
3.	The assay should have sensitivity of 99.5% or more and specificity of 98% or more as per data from an identified national reference laboratory to be attached.
4.	The assay should have solid phase/ particles coated with synthetic and/ or recombination or both types of antigens of HIV1 & HIV2.
5.	Total procedure time should not be more than 30 minutes
6.	The control dot/band should be able to detect the presence of human immunoglobulins and should not be just a 'procedural control' or meant for merely checking the flow of reagents or integrity of the antigen.
7.	The manufacturers should ensure that : (a) The test kit should be packed such that there is a provision to conduct single test at a time. (b) The assay components should include HIV positive and negative serum controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls); and (c) The pack size of HIV rapid test kits should not be more than 50 tests per Kit.
8.	The HIV rapid test kit should have a shelf life of 12 months at the time of dispatch to the consignee. The kits should be sent by the shortest route in cold chain
9.	The supplier/ local agent should have the facility to store kits at 2 ^o C to 8 ^o C.
10.	The supplier should supply Kits for at least 600 tests free of cost from each lot for random evaluation at the identified laboratories for pre-dispatch lot verification.

Protocols for each batch to be attached
11. Literature, detailing the components, methodologies, validity criteria, performance characteristics, storage conditions, manufacturing and expiry dates should be provided with each kit

3. By Any other Principle excluding Agglutination and Enzyme Immuno Assay

<i>Our Minimum Requirements</i>
1. The indigenous HIV antibody rapid test kits should have a valid license issued by the competent authority defined under Drugs & Cosmetics Act, 1940 after appropriate evaluation by the centers approved by DCG(I). The imported rapid test kits should have the approval of the statutory authority in the country of Origin/manufacture and should satisfy the requirements of Drugs & Cosmetics Act in India.
2. The assay should be able to detect antibodies of HIV1, HIV2 and all the subtypes by detection of antibodies by any other method excluding agglutination and enzyme immuno assay.
3. The assay should have sensitivity of 99.5% or more and specificity of 98% or more as per data from an identified national reference laboratory to be attached.
4. The assay should have solid phase/ particles coated with synthetic and/ or recombination or both types of antigens of HIV1 & HIV2.
5. Total procedure time should not be more than 30 minutes
6. The control dot/band should be able to detect the presence of human immunoglobulins and should not be just a 'procedural control' or meant for merely checking the flow of reagents or integrity of the antigen except in kits using "lateral flow through" technology.
7. The manufacturers should ensure that : (a) The test kit should be packed such that there is a provision to conduct single test at a time; (b) The assay components should include HIV positive and negative serum controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls); and (c) The pack size of HIV rapid test kits should not be more than 50 tests per Kit.
8. The HIV rapid test kit should have a shelf life of 12 months at the time of dispatch to the consignee. The kits should be sent by the shortest route in cold chain
9. The supplier/ local agent should have the facility to store kits at 2 ^o C to 8 ^o C.
10. The supplier should supply Kits for at least 600 tests free of cost from each lot for random evaluation at the identified laboratories for pre-dispatch lot verification. Protocols for each batch to be attached

11. Literature, detailing the components, methodologies, validity criteria, performance characteristics, storage conditions, manufacturing and expiry dates should be provided with each kit

For all three Principles

Each Kit Box shall have a temperature indicator as given below-

- (i) A cumulative time/ temperature indicator to indicate the exposure to high temperature above 2°- 8°C.
- (ii) Should be mounted on card with clear instructions of interpretation.
- (iii) The card should be self adhesive and placed on each kit box to monitor heat exposure during shipping and storage of the kits till its expiry.

PART B

TECHNICAL SPECIFICATION – GENERAL

<i>Our Minimum Requirements</i>		<i>Please fill in</i>
1. Product and Package Specifications		
1.1	The required packing standards and labeling must meet the requirements given in this Technical Specification and Part	Yes/No
1.2	Not only the Goods but also the packaging components should also meet specifications suitable for use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tampered-proof.	Yes/No
1.3	All labeling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated	Yes/No
1.4	Goods requiring refrigeration or freezing for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.	Yes/No
1.5	Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the Purchaser may request	Yes/No
<u>2. Product information</u>		
2.1	<p>The following information will be required for each pharmaceutical product offered by the Bidder:</p> <ul style="list-style-type: none"> i) International Non-proprietary Name (INN), if applicable; ii) Brand name (if it appears on label); iii) Name and address of the manufacturer; iv) Country of Origin; and v) Compendia standards. 	Yes/No
2.2	Upon award, the supplier shall on demand provide a translated version in English, of the prescriber's information for any specific product, the Purchaser may request.	Yes/No
2.3	Failure to include any of this information, at the discretion of the Purchaser, render the Bid non-responsive	Yes/No
<u>3. Expiration Date</u>		
3.1	All products must indicate the dates of manufacture and expiry. In addition, unless otherwise stated in Part A of these Specifications, all products must arrive at consignee point with a remaining shelf life of at least five-sixths (5/6 ^{ths}) of the total stipulated shelf life at the time of manufacture.	Yes/No
<u>4. Recalls</u>		
4.1	If products must be recalled because of problems with product quality as a result of quality check carried out during the life span of the drug or adverse reactions to the pharmaceutical, the Supplier will be obligated to notify the	Yes/No

<p>purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable pharmaceuticals, or withdraw and give a full refund if the product has been taken off the market due to safety problems.</p>	
<p>5. Labelling Instructions</p>	
<p>5.1 (a) the Purchaser's logo and code number and any specific color coding if required</p> <p>(b) content per pack</p> <p>(c) instructions for use</p> <p>(d) special storage requirements</p> <p>(e) batch number</p> <p>(f) date of manufacture and date of expiry (in clear language, not code);</p> <p>(g) name and address of manufacture with license number</p> <p>(h) any additional cautionary statement</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
<p>5.2 The outer case or carton should also display the above information</p>	<p>Yes/No</p>
<p>6. Details of Packing/cases</p>	
<p>6.1 All cases should prominently indicate the following:</p> <p>i) the generic name of the product;</p> <p>ii) date of manufacture and expiry;</p> <p>iii) batch number; and</p> <p>iv) quantity per case.</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
<p>6.2 No case should contain drugs from more than one batch..</p>	<p>Yes/No</p>
<p>7. Unique identifiers :</p>	
<p>7.1 . The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging and in certain dosage forms such as tablets and this will be indicated in Part A of the Technical Specifications. The design of such logo shall be provided to the Supplier at the time of Contract award.</p>	<p>Yes/No</p>
<p>8. QUALIFICATIONS OF MANUFACTURER</p>	
<p>The Bidder shall furnish a certificate from the competent FDRA that the manufacturer of the pharmaceutical or vaccine product covered by this Invitation for Bids is licensed to manufacture these products.</p>	<p>Yes/No</p>
<p>9. Standards and Quality Assurance Requirements</p>	
<p>9.1 All products must meet:</p>	

(a) meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin;	Yes/No
(b) Conform to all the specifications contained herein; and	Yes/No
(c) must undergo strict raw material inspection, in process checks, appropriate material handling to eliminate cross contamination (of molecules) and final product testing to ensure quality and consistency of the products.	Yes/No
<p>9.2 The Bidder is required to furnish to the purchaser</p> <p>a) With each consignment, a certificate of quality assurance test results concerning quantitative assay, chemical analysis and other tests, as applicable to the product being supplied and Part A of these Specifications</p> <p>b) assay methodology of all tests, if requested;</p> <p>c) evidence of basis for expiration dating and other stability data on the offered package (as per climatic conditions prevalent in India) concerning the commercial final package upon request.</p> <p>d) Package integrity test results.</p>	<p>Yes/No</p> <p>Yes/No</p> <p>Yes/No</p>
9.3 The Bidder will also be required to provide the Purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished Goods	Yes/No

THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS

YES NO

ANY DEVIATION MUST BE LISTED BELOW

.....

.....

PART C.

(I) SPECIAL INSTRUCTIONS	
<p>1. Each packing, inner carton and nested cartons to have the following words printed in red ink with bold letters.</p> <p>“NACO SUPPLIES- NOT FOR SALE”</p>	Yes/No
<p>2. Life of the product, indicating the date of manufacture and date of expiry should be printed as per Drugs & Cosmetics Act-India</p>	Yes/No
<p>3. Equivalency of Standards & Codes</p> <p>Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the Product to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.</p>	Yes/No
<p>Packing (Clause 10 of GCC) Add as clause 10.3 of the GCC the following –</p> <p>Packing Instruction: Each unit package will be marked on three sides with proper paint/indelible ink, the following;</p> <p>i)Project : Third National HIV/AIDS Control Project ii)UNOPS Purchase Order No. : iii)Country of origin of Goods : iv)Supplier’s Name and : v)Packing list reference number :</p> <p>Each outer packing containing the unit packing should have the following label printed in bold letters in large size.</p> <p>i) Purchaser’s Name : MINISTRY OF HEALTH & FAMILY WELFARE, Govt. of India, through UNOPS. ii) Project: Third National HIV/ AIDS Control Project iii) UNOPS Purchase Order No : iv) Country of origin of Goods: v)Supplier’s Name</p>	Yes/No
<p>Any other labeling requirement which the purchaser may ask at the time of approving the labeling samples.</p>	Yes/No

(II) Inspection & Tests (Clause 9 of GCC)

<i>Our Minimum Requirements</i>	<i>Please fill in</i>
The following inspection procedures and tests are required by the Purchaser.	
a. 26 Kits will be drawn at random from each batch by the Purchaser's Inspector at the manufacturer's premises & sealed before dispatch.	<i>Yes/No</i>
b. 13 Kits will be used and equal number will be retained by the testing Lab.	<i>Yes/No</i>
c. The sample retained with the testing Lab will not be dispatched to the destination along with the supplies after the samples are certified to be in conformity with prescribed specification by the testing laboratory.	<i>Yes/No</i>
d. Inspection note will be issued by the inspector on the basis of test report, accepting or rejecting the batch as the case may be	<i>Yes/No</i>
e. The Goods will be dispatched only after the above inspection procedure has been followed and inspection note issued to accept the consignment.	<i>Yes/No</i>
f. The Purchaser/consignee shall have the right to draw samples at random from the consignment anytime during the shelf life of the Goods and get them retested to satisfy whether the lots conform to the laid down specifications. In the event of the product failing to conform to specifications, the consignee shall reject that batch of supply and inform the supplier for arranging replacement of the rejected batches at supplier's cost.	<i>Yes/No</i>

Section VIII. Sample Forms

Sample Forms

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1. Bid Form

Date: [insert: *date of bid*]

Loan/Credit No.: [*Purchaser insert: number*]

[*Purchaser specify: “IFB No.: [number]”*]

[insert: *name of Contract*]

To: *United Nations Office for Project Services (UNOPS)*

Dear Sir or Madam:

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

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

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

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

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

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

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

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

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

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

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state “none”)

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

Signed: _____

Date: _____

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

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

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

(Group C bids)

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

1	2	3	4	5					6	7	8	9	10
Product code	Product	Unit pack size	Qty. offered	Unit prices					Total unit price [d+e]	Total price per item [4 x 6]	Shipment weight and volume	Name of manu factu rer	Country. of origin
				[a] Unit price FOB port of loading	[b] CPT named place of destina-tion	[c] Insurance	[d] CIP named place of destination	[e] Other incidental costs as defined in the SCC and taxes paid in purchaser's country					

Note:

(i) For column 7, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

Signed: _____

Dated: _____

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

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

Group A and Group B bids)

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

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

Note:

- (i) Column 5[b] is to be quoted in accordance with ITB Sub-Clause 16.2 (a) (iii) and (c) (iv) and the related provisions in the Bid Data Sheet.
- (ii) For column 7, pursuant to ITB 30.1 in the case of discrepancy between unit price and total price, the unit price shall prevail.
- (iii) For column 13, a breakdown of the cost of local labor, local raw materials, and local components provided from within the country should also be indicated separately as specified in ITB Sub-Clause 16.2 along with adequate proof to substantiate each of these local inputs.

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

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

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

Total	...% of EXW

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

(Group C bids)

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

1	2	3	4	5					6	7	8	9	10
Product code	Product	Unit pack size	Qty. offered	Unit prices					Total Unit price [a-b + c+d+e	Total price per line item [4x6]	Sales and other taxes payable per item if Contract is awarded	Name of manufacturer	Country of origin
				[a] Unit price including Custom Duties and Import Taxes paid and payable	[b] Custom Duties and Import Taxes paid and payable per unit	[c] Insurance	[d] Inland transp., & other local costs incidental to delivery	[e] Other incidental costs as defined in the SCC					

Note:

- Column 5[b] Custom Duties and Import Taxes paid should be supported by documentary evidence..
- For column 6, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

Total Bid Price:

Currency:

In figures:

In words:

Signed:.....

Dated:

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

Form 5. Bid Security Form (Bank Guarantee)

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

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

Beneficiary: _____ *[insert **Name and Address of Purchaser**]*

Date: _____

BID GUARANTEE No.: _____

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

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

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

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

[signature(s)]

6. Bid Security (Bid Bond)

Deleted

Form 7. Bid-Securing Declaration

Deleted

Form 8. Manufacturer's Authorization

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

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

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

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

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

WHEREAS

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

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

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

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

Title: *[insert: **title**]*

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

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

Form 9. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., [*insert: **brief description of Goods and services***] (*this has to be defined briefly*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [*insert: **contract price in words and figures***] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) General Conditions of Contract
 - (c) Special Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (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. This Contract Agreement shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract. The Supplier shall be bound to compensate, indemnify and hold harmless Purchaser, its officials, agents, and employees and **Government of India** at its own expense from and against all suits, proceedings, claims, demands, losses and liabilities of any nature or kind, including all litigations costs and expenses, attorney's fees, settlement payments and damages, arising from or relating to a quality failure in the supplied drugs, goods, equipments and/or services provided under this Contract or non-compliance with the Schedule of Requirements as per this Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. The Supplier acknowledges that the Purchaser acts as procurement agent on behalf of Government of India and hereby explicitly agrees that all rights and remedies, such as titles of ownership, warranties, entitlements, benefits relating to, based on and arising from or associated with the supplied drugs, goods, equipments and/or services under this Contract may be freely assigned, transferred, agreed upon and disposed between UNOPS and Government of India without requiring any further tacit or express acceptance, endorsement or acknowledgment by the Supplier.

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

S.No.	Brief Description of Goods	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

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

in the presence of _____

For and on behalf of the Supplier

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

in the presence of _____

CONTRACT AGREEMENT

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

BETWEEN

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

and

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

Form 10. Performance Security Bank Guarantee

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

Beneficiary: _____ *[insert: Name and Address of Purchaser]*

Date: _____

PERFORMANCE GUARANTEE No.: _____

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

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

At the request of the Supplier, we *[insert: name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert: amount in figures]* (____) *[insert: amount in words]*⁵ upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the ____ day of _____, 2____,⁶ and any demand for payment under it must be received by us at this office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

_____ *[signature(s)]*

⁵ The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Purchaser.

⁶ Established in accordance with Clause 8.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial performance guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Form 11. Bank Guarantee Form for Advance Payment**(Deleted)**

12. Specimen Certificate of a Pharmaceutical Product

Deleted

Form 13

Declaration regarding Deemed Export

(Name of the Project)

(Declaration regarding Deemed Export Benefits)

(Bidder's Name and Address):

To:.....

(Name of the Purchaser)

Dear Sir,

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

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

(A) (i) Value of import content of supply to be
made by the Bidder

Rs. _____
(exchange rate one US\$ = Rs ____)

:
(B) Deleted

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

Date: -----

Signature) _____

Place: -----

(Print Name) _____

(Designation) _____

(Common Seal) _____

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

Bid no:_____ Date of Opening_____ Time_____hrs

Name of the Firm _____

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

Signature and seal of the Bidder _____

Countersigned by and seal of Chartered Accountant _____

- Note: 1.
- a. For supplies made to public sector units in India, an Affidavit confirming that the performance statement given is correct.
 - b. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct alongwith
 - i. Copy of Purchase Orders
 - ii. Copy of Invoices
 - iii. Proof of Payment received from Purchasers
 - iv. Documentary evidence (Client's certificate) in support of satisfactory completion of orders.

FORM 15 -Qualification form
CAPACITY AND QUALITY CERTIFICATION FORM

[RELEVANT COUNTRY AUTHORITY]

IFB NO.

DATE

1. Name of the firm:

Address _____

Telephone _____

Telefax _____

Telex _____

Cable _____

2. Name of principals or owner(s):

Address _____

Telephone _____

Telefax _____

Telex _____

Cable _____

3. _____ (Name of firm) is properly registered to supply diagnostic kits 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 diagnostic kits 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 :

5. _____ (Name of firm) retains full records of production batches and quality control test results, has demonstrated compliance with the ISO 13485:2003 quality standards during the past one year, and and has demonstrated compliance with the above said quality standards, prior to bid submission;

6. _____ (Name of firm) has manufactured and marketed the specific goods covered by this bidding document (Test Kits mentioned in the Product Code(s) offered), for at least one(1) year as per details of batch No. & date of manufacture given below and similar goods for at least three (3) years.

7. _____ (Name of firm) has experience with and knowledge of modes of packaging, distribution, and transportation of pharmaceuticals or vaccines or diagnostic kits 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 or diagnostic kits worth at least US\$ 50,000 within the past five years:

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

Signature of the Officer _____ Date: _____
in relevant Country Authority
Full name (Printed) _____
Position of officer _____
in relevant Country Authority

NOTE - Bidders will have the alternative of submitting the certificates for item number 6 and 7 from the auditor of the company (not from any other CA)

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

The following stores have been received:-

1. Name of the item supplied
2. Notification of Award No.
3. Name of the Supplier/Manufacturer :
4. No. of Units supplied :
5. Place of destination :
6. Invoice No. & Date :
7. Details of Batch Nos., Date of Manufacturing & Expiry :
8. Name and Address of the Consignee :
9. Date of receipt by the Consignee :
10. Signature of authorized representative of Consignees with date :
(Name of Designation of the signatory also to be specified)
11. Seal of the Consignee

The undersigned hereby certifies that the aforesaid goods have been received in order.

Signature of the authorized representative of the consignee:

Name & Designation

FORM 17**CONSIGNEE ACCEPTANCE CERTIFICATE****(To be given by consignee's authorized representative)****The following stores have been received in good condition:-**

1. Name of the item supplied
2. Notification of Award No.
3. Name of the Supplier/Manufacturer :
4. No. of Units supplied :
5. Place of destination :
6. Invoice No. & Date :
7. Details of Batch Nos., Date of Manufacturing & Expiry :
8. Name and Address of the Consignee :
9. Date of receipt by the Consignee :
10. **No. of Units accepted:**
11. No. of Units not accepted with reasons:
12. Signature of authorized representative of Consignees with date :
(Name of Designation of the signatory also to be specified)
13. Seal of the Consignee

The undersigned hereby certifies that the aforesaid goods have been verified and accepted.**Signature of the authorized representative of the consignee:**

Name & Designation

FORM- 18/ 1- Supplier Information

1. A. Contact Details:

Company Name :			Parent Company name (If applicable)			Web Site URL (If applicable)		
Main Street Address				SECOND Street Address (Please provide purpose of second address)				
City	State/Province/Country	Postal Code	City	State/Province/Country	Postal Code			
Country			Country					
Contact Person		Phone		Alternate Contact Person			Phone	
Name :								
Title :		Fax		Name :			Fax	
Email Address								
				Title :				
				Email Address				

B. Banking Information:

Name of Banking Institute		Beneficiary Name of Account (Name as it appears on account)			
Street Address		Branch Name		Phone	
City	State/Province/Country	Postal Code (Zip)		Country	
Bank transwire code information					
Bank Account Number (max. 17 digits)			Account Type <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Other		
ABA No. 9 digits (for US banks only)			SWIFT/BIC Code, 8 or 11 digits (not applicable to US banks)		
Bank ID (e.g. Transit No., BSB No., Sort Code, BLZ No.)			Branch ID (if applicable)		
IBAN (Required for European banks)			Bank Account Currency <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY)		
			Currency of Payment <input type="checkbox"/> US\$ <input type="checkbox"/> Other (PLEASE SPECIFY)		

Bank transwire code information for Intermediary Bank*, if applicable	
Name of Intermediary Bank	Address of Intermediary Bank
ABA No. 9 digits (for US banks only)	SWIFT /BIC Code
Bank Account No. (of the beneficiary bank with the intermediary bank)	

* If more than one **Intermediary Bank**, please complete the bottom part twice

- 2. Expertise of Organization:**
- Organization structure (e.g. service provider, wholesaler, trader, manufacturer)
 - Years of company experience
 - Areas of expertise of organization
 - Current Licenses if any, and Permits (with dates, numbers and expiration dates)
 - Health Authority Registration Information
 - Production Capacity

- 3. Quality Assurance Certification:**
- International Quality Management System (QMS)
 - List of other ISO certificates or equivalent certificates
 - Presence and characteristics of in-house quality control laboratory

- 4. Expertise of Staff:**
- Total number of staff
 - Number of staff involved in similar supply contracts

- 5. Financial data of the organization:**
- Audited Financial Statement for last three years
 - Bank Name and Address

- 6. Client Reference List:**
- Please provide references such as client details, commercial bank details, etc.

Name of company:	Contact person:	Telephone:	E-mail:
1.			
2.			
3.			
4.			

**FORM 18/2 -PROFORMA FOR OTHER DETAILS OF BIDDER, MANUFACTURER
AND ITS BANK**

1. Name & full address of the Manufacturer:
2.

(a) Telephone & Fax No	Office/Factory/Works
(b) Telex No.	Office/Factory/Works
(c) Telegraphic address :	
3. Location of the manufacturing factory.
4. Name & full address of the Bidder
5.

(a) Telephone & Fax No	Office/Factory/Works
(b) Telex No.	Office/Factory/Works
(c) Telegraphic address :	
6. Details of Persons that UNOPS may contact for requests for clarification during bid evaluation:
 - (i) Name:
 - (ii) Tel number (direct):
 - (iii) Email address
7. Bank details from where the Bank Guarantee has been issued:
 - (i) Name and address of the Bank:
 - (ii) For a foreign bank, name of correspondent Bank in India:
 - (iii) Phone number
 - (iv) Fax Number
 - (v) Email address

.....
Signature and seal of the Bidder

Annexure I

CHECKLIST (not exhaustive)

SL No		Activity	Yes/No/NA	Page No. in the bid submitted	Remark
1	(a)	Have you enclosed Bid Security for required amount?			
	(b)	Have you submitted Bid Security in the form of Bank Guarantee and as per the form 5 of Section VIII?			
	(c)	If yes, have you given the validity of Bank Guarantee as per clause 19.2 of ITB			
	(d)	Have you mentioned the beneficiary of Bank Guarantee as UNOPS(do not mention additional wordings)			
	(e)	Have you submitted Bid Security in the form of certified cheque or Demand draft in favour of UNOPS New Delhi and valid up to 28 days beyond the bid's validity.			
	(f)	Have you given the Bank details from where the Bank Guarantee has been issued along with Phone, fax numbers and email IDs. Also For Banks from outside India the details of the correspondent Bank in India as per BDS 7.1 (C)			
2	(a)	Have you enclosed Bid Form duly signed?			
	(b)	Have you enclosed Power of Attorney in favour of the signatory?			
3	(a)	Do you want to avail deemed export benefits?			
	(b)	If yes, have you enclosed Form of Declaration regarding Deemed Export(Form 13)			
4.		Have you submitted the certificate of incorporation of Manufacturer and Bidder?			
5	(a)	Have you enclosed a copy of license for the subject item issued by the Regulatory Authority?			
	(b)	If yes, whether the license for manufacture valid as on the date of bid opening?			

	(c)	If yes, have you enclosed the copy issued by the licensing authority?			
6.		Have you enclosed documents establishing eligibility for the health sector goods?			
7	(a)	Have you enclosed clause-by-clause commentary on the compliance of goods to purchaser's Technical specifications?			
	(b)	Have you enclosed a statement of deviations and exceptions on above?			
8.		Have you submitted testing protocols?			
9.	(a)	Are you registered with CDSCO for import of goods in India?			
	(b)	If not, have you applied for that so as to receive before the contract award?			
10.		Have you submitted Manufacturing and Marketing experience as per the bid document?			
11.		Have you submitted satisfactory performance certificate as per the Performa for performance statement in Sec. VIII of Bidding Document			
12		Have you submitted ISO- 13485:2003 Certificate			
13		Is the ISO- 13485:2003 certificate valid on date of bid opening?			
14.		Have you disclosed instance of previous past performance that may have resulted into adverse actions taken against the bidder during the last five years?			
15		Have you submitted copy of the order(s) and end user's/client's certificate of satisfaction for one similar completed contract as mentioned in ITB 7.1 (A)(e)			
16		Have you submitted a certificate regarding average annual turnover duly certified by a chartered accountant?			
17		Have you submitted a statement of installed manufacturing capacity duly certified by CA?			
18		Have you submitted copies of audited financial statement for the last three years, with accompanying audit report?			

19		Have you submitted details of onsite quality control laboratory facilities and services and range of test conducted?			
20		Have you submitted a write-up on your production capabilities?			
21		Have you submitted capacity and quality certification form in the specified format (Form 15)?			
22		If you are a non manufacturer bidder, have you submitted manufacturers authorization in prescribed Form ?			
23		Have you indicated price(s) in the price schedule indicating the break up of cost?			
24		If a joint venture company have you submitted Legally valid joint venture Agreement			
25		Have you submitted no deviation statement on commercial conditions?			
26	(a)	Have you confirmed that you agree with all terms and condition of the bid document?			
	(b)	If no, have you indicated deviations?			
27.		Have you kept validity of the offer as per the bid document?			
28.		Have you confirmed payment terms?			
29		Have you confirmed delivery period, as per bid document?			
30.		Have you submitted offer as per bid document?			
31.	(a)	Have you separately indicated in the price schedule, element for freight and insurance and other incidentals for delivery at site?			
	(b)	Have you clearly indicated the cost of cargo insurance so that award can be done on either CPT or CIP basis			
32.		Have you complied with the warranty declaration without any variation GCC Clause 15?			
33.		Have you quoted for the full quantity of Goods mentioned in the schedule/s offered.			
34.		Have you furnished documents establishing your eligibility & qualification as per clause 7 of ITB?			

35	Have agreed in all respect to clauses concerning:			
	a. Performance security (GCC Clause. 8)			
	b. Force majeure (GCC Clause 24)			
	c Applicable law(GCC Clause 30)			
	d. Taxes & Duties (GCC Clause 32)			
	e. Inspection & Tests (GCC 9)			
36	Some of the clauses of the ITB are amended in Bid Data Sheet. Have you prepared the Bid Documents keeping in view (a) The clauses in Bid Data Sheet which may amend or modify the clauses in ITB			
	(b) all the notified amendments			
	(c) Bid Document is duly page numbered and List of Contents			
37	Did you complete the comparative data table of the Technical Specifications			
38	Have you filled up all the forms of Section VIII- Sample Forms			
39	Have you given the details of Persons* that UNOPS may contact for requests for clarification during bid evaluation (Form 18/2)			

*** The above persons must be available to answer eventual UNOPS queries during the 2 weeks following bid receipt date.**

Annexure II**Addresses:**

S No	Address of the SACS	Telephone					Email Id
		STD Code	Office	FAX	Res	Mobile	
1	Andaman & Nicobar AIDS Control Society, G.B. Pant Hospital Complex, Port Blair 744104	03192	23655, 237941	231176	235635	9434267452	andamansacs@gmail.com
2	Andhra Pradesh State AIDS Control Society, Directorate of Medical and Health Services, Sultan Bazar Hyderabad - 500059	040	2465722 1, 2465077 6	24650776, 24652267, 24742833		9866799992	sacsandhra@gmail.com
3	Arunachal Pradesh State AIDS Control Society, Naharlagun, New Itanagar - 791110	0360	2351268, 2245942	243388, 244178	244359	9436041900	arunachalsacs@gmail.com
4	Assam State AIDS Control Society, Khanpara, Guwahati - 781022	0361	2366388	2620524/2 246156	2227015	9435050112	assamsacs@gmail.com
5	Bihar State AIDS Control Society, Health Department, New Secretariat, Patna - 800015.	0612	2290278/ 2292495	2282082	2234292		biharsacs@gmail.com
6	Chandigarh State AIDS Control Society, SCO No. 14-15, 1st Floor, Sector - 8C, Chandigarh - 160018	0172	2544563, 2544589, 2544590	2544563, 2543216	2549952, 2781051	9417567502	chandigarhsacs@gmail.com
7	Chhattisgarh AIDS Control Society, Directorate of Health Services, State health Training Centre, Near Kalibari Chowk, Raipur.	0771	2235240	2235860		9425501414	chattisgarhsacs@gmail.com
8	Dadra & Nagar Haveli AIDS Control Society, 1 st Floor, Shri Vinobha Bhave Civil Hospital, Silvassa – 396230	0260	2642061/ 2230470	2642061	242209	9426117593	dnhsacs@gmail.com
9	Daman & Diu AIDS Control Society, Primary Health Centre, Moti Daman, Daman – 396220	0260	2230570, 2230847, 2230470, 254870, 250570, 250847	223070	254371, 255164	0982142600	ddsacs@gmail.com
10	Delhi AIDS Nyantran Samiti, Dr. Baba Saheb Ambedkar Hospital, Dharmshala Block, Sector-6, Rohini, Delhi	011	2705566 0, 2705572 5, 2705571			9818180370	delhisacs@gmail.com

	- 110 085		7(Dir)				
11	Goa State AIDS control Society, First Floor, Dayanand Smriti Building, Swamy Vivekanand Road, Panaji - 403001	0832	2427286, 2422519, 2422518, 2427286	2422158	2860262	9881158220	goaids@gmail.com
12	Gujarat State AIDS Control Society, 0/1 Block, New Mental Hospital, Complex, Menghani Nagar, Ahmedabad - 380016.	079	2268104 3/226849 92/23253 271	2680214	2685033	0982506343 0	gsacs@icenet.net
13	Haryana State AIDS Control Society, SCO - 10, Sector - 10, Panchkula, Haryana.	0172	2585413, 2584549 (PD), 2585503, 2563317 2,	2585413		9417512896	haryanasacs@gmail.com ,
14	Himachal Pradesh State AIDS Control Society, Block No. 38, Ground Floor, SDA Complex, Kasumpti, Shimla - 171009.	0177	2621608, 2625857	221314, 225857, 220661	242544	9418051237	hpsacs@gmail.com
15	Jamu & Kashmir State AIDS Prevention and Control Society, 48, Samundar Bagh, Lal Chowk, Srinagar	0194	2475228/ 2472264	2471579	2432393	9419019316	jksacs@gmail.com ,
16	Karnataka State AIDS Control Society, No.4/13-1, Crescent Road, High Grounds, Bangalore - 560001.	080	2220143 8, 2220143 6, 2220143 9	22201435	0984405 5318	9448282199	ksapsdpdp@gmail.com
17	Jharkhand State AIDS Control Society, Sadar Hospital Campus, Purulia Road, Ranchi.	0651	2309556, 2309556, 2490649, 2562620, 2562621	2562621		9934363200	jharkhandsacs@gmail.com
18	Kerala State AIDS Control Society,, IPP Building, Red Cross Road, Thiruvananthapuram, Kerala - 695037.	0471	2301181	2305183	2333164	9847700005	keralasacs@gmail.com
19	Lakshadweep AIDS Control Society, Directorate of Medical and Health Services, UT of Lakshadweep, Kavaratti - 682555.	04896	262316, 262317, 262114, 263582, 262316	262817			pdacs@rediffmail.com
20	Madhya Pradesh State AIDS Control Society, 1, Arera Hills, Second Floor, Oilfed Building, Bhopal - 462011	0755	2559629/ 2551645	2556619			mpsacs@gmail.com / mpsacsb@sanchar.net.in
21	Maharashtra State AIDS Control Society,	9522	2411303 5/241130	24113123, 24115825		9422783400	maharashtrasacs@gmail.com

	Ackworth Leprosy Hospital Campus, Behind SIWS Collete, R.A. Kidwai Marg, Wadala(West), Mumbai - 400031.		97/24115791				
22	Manipur State AIDS Control Society, Medical Directorate, R & D Wing, Lamphelpat, Imphal - 759004.	0385	2414796, 2411857, 2229014	2414796		9436027191	manipursacs@gmail.com
23	Meghalaya State AIDS Control Society, Ideal Lodge, Oakland, Shillong - 793001.	0364	2223140, 2315452, 2315453	223140	223165		meghalayasacs@gmail.com
24	Mozoram State AIDS Control Society, MV-124, Mission Veng South, Aizwal - 796005.	0389	2321566/2321556	2320922		:9436142059	drkroopari@veryfast.biz
25	Nagaland State AIDS Control Society, Medical Directorate, Kohima - 797001.	0370	2244218, 2241046/2241543,	2242224	2223204		naglandsacs@gmail.com
26	Orissa State AIDS Control Society, Oil Orissa Building, Nayapalli, Bhubaneshwar.	0674	2395134/2393235	23945600	2401645	9937089742	orissasacs@gmail.com
27	Pondicherry State AIDS Control Society, No. 93, Perumal Kail Street, Pondicherry.	0413	2343596, 2337000	2343596	2228004	09443492569	pondicherrysacs@gmail.com
28	Punjab State AIDS Control Society, SCO No. 481-482, Sector 35-C, Chandigarh.	0172	2669324, 2669322			9817233318	punjabacs@gmail.com
29	Rajasthan State AIDS Control Society, Medical and Health Directorate, Swasthya Bhawan, Tilak Marg, C Scheme, Jaipur - 302005.	0141	2223326	2381792	2512968	9829013140	rajasthansacs@gmail.com
30	Sikkim State AIDS Control Society, STNM Hospital, Gangtok, 737101.	03592	225343, 25343, 220898, 32965	220896	231893	9434143800	sikkimsacs@gmail.com
31	Tamil Nadu State AIDS Control Society, 417, Pantheon Road, Egmore, Chennai - 600008.	044	28190261, 28194917, 28190467	28090465		9444005005	tnsacs@tn.nic.in
32	Tripura State AIDS Control Society, hHealth Directorate Building, Gurkhabasti, P.O. Kunjaban, Agartala, West Tripura	0381	2321614	2321614	225884	9436121260	tripurasacs@gmail.com

	- 799006.						
33	Uttar Pradesh State AIDS Control Society, A block, PICUP Bhawan, Vibhuti Khand, Gomati Nagar, Lucknow - 10	0522	2720360/ 2720361			9415019058	upsacs@gmail.com
34	Uttaranchal State AIDS Control Society, Chandar Nagar, Dehradun.	0135	2728144, 2720377, 2728155	2728144			uttranchalsacs@gmail.com
35	West Bengal State AIDS Control Society, Swasthya Bhavan, GN - 29, Sector - V, Salt Lake, Kolkatta - 700091.	033	2357440 0, 2357012 2, 2357600 0	23570122		9830844332	wbsacs@gmail.com