
Government of the Peoples Republic of Bangladesh
Ministry of Health and Family Welfare
Directorate General of Family Planning
6, Kawran Bazar, Dhaka-1215.

**Bidding Documents for “Procurement of
8 million Vials of Injectable Contraceptives
(Medroxyprogesterone Acetate - MPA)”**

Through
International Competitive Bidding (ICB)

Health, Nutrition and Population Sector Programme (HNPSP)
IDA Credit No. 4052-BD
Contract Package No. GFP-02(A)/10

Name of the Purchaser: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215. Bangladesh.

Telephone: (880-2) 8144049

Fax: (880-2) 8144049

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INVITATION FOR BIDS

Invitation for Bids (IFB)

Government of the People's Republic of Bangladesh
Ministry of Health and Family Welfare
Directorate General of Family Planning
6, Karwan Bazar, Dhaka-1215.

Health, Nutrition and Population Sector Programme
Procurement of
8 million Vials of Injectable Contraceptives (Medroxyprogesterone Acetate - MPA)
IDA credit No. 4052-BD.
Contract Package no. GFP-02 (A)/10

IFB. No. DFP/L&S3/2010-11/6617/

Dated: 19 October, 2010

1. This invitation for bids follows the general procurement notice for this project that appeared in Development Business, issue no 652 dated 16 April, 2005.
2. The People's Republic of Bangladesh has received a credit from the International Development Association toward the cost of US\$ 300 million, Health, Nutrition and Population Sector Programme (HNPS) and it intends to apply part of the proceeds of this credit to payments under the contract for Procurement of "8 million Vials of Injectable Contraceptives (Medroxyprogesterone Acetate - MPA)" under Contract Package No. GFP-02(A)/10. Bidding will be governed by the World Bank's eligibility rules and procedures.
3. The Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, Ministry of Health & Family Welfare, Bangladesh now invites sealed bids from eligible bidders for Procurement of 8 million Vials of Injectable Contraceptives (Medroxyprogesterone Acetate - MPA), through 2 sub packages of 4 million vials each, who have manufactured and marketed experience in specific goods [Injectable Contraceptives (Medroxyprogesterone Acetate - MPA)] for at least three years and in similar goods for at least five years, who have completed at least two contracts of the specific goods of equal size within the last five years. The delivery schedules of the goods are as follows:

Sub Pack - age No.	Description	Quantity	Delivery in weeks from the date of opening of letter of credit in case of goods supplied from abroad and from the date of contract signing in case of the goods supplied from within the country.	Mode of shipment
1	Injectable Contraceptives (Medroxy-progesterone Acetate - MPA)	4 million vials	The delivery of first shipment of 2 million vials shall be completed within 12 weeks and subsequent delivery of 2 million vials shall be completed within the next 4 weeks. The delivery of entire quantity shall be completed within 16 weeks to the final destination.	CIP, Central Warehouse, Mohakhali, Dhaka, Bangladesh
2	Injectable Contraceptives (Medroxy-progesterone Acetate - MPA)	4 million vials	The delivery of first shipment of 2 million vials shall be completed within 12 weeks and subsequent delivery of 2 million vials shall be completed within the next 4 weeks. The delivery of entire quantity shall be completed within 16 weeks to the final destination.	CIP, Central Warehouse, Mohakhali, Dhaka, Bangladesh

A bidder may bid for one or more Sub-packages. But he should bid separately for each sub-package. Bidders are required to bid for entire quantity in the Sub-package; otherwise the bid will be rejected. Evaluation and comparison of bids will be carried out simultaneously to determine the bid or combination of bids offering the lowest evaluated price to the purchaser. Price reduction or Cross discounts will be considered in the evaluation and comparison of bids for more than one Sub-package.

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, and is open to all bidders from eligible source countries as defined in the Guidelines. However, all countries are eligible for this credit except Israel. A margin of domestic preference will be applied.

5. Interested eligible bidders may obtain further information from the office of the undersigned and inspect the bidding documents at the address given below during office hours of the working days up to **14/11/2010**.

6. A complete set of bidding documents in English may be purchased by interested bidders up to **08/12/2010** during office hours upon the submission of a written application to the address below and upon payment of non-refundable fee of Bangladesh Taka 6,500.00 (Six thousand five hundred) or US\$ 100.00 (One hundred dollar) only. The method of payment will be by pay order / Bank draft from any schedule Bank of Bangladesh or Cashier's Check from any reputable foreign Bank acceptable to the purchaser. The document will be sent by airmail or may be collected through authorized representatives of interested bidders.

7. Bids must be delivered to the address below at or before 12:00 p.m. Bangladesh Standard Time (BST) on **09/12/2010**. Bids must be accompanied by a bid security of Bangladesh Taka 2,700,000 (two million seven hundred thousand) or US\$ 38,850 (Thirty eight thousand eight hundred and fifty US dollar) only or an equivalent amount in a freely convertible currency in the form of Bank Guarantee or Bond for each sub package. Late bids will be rejected. Bids will be opened in the presence of the bidder/bidders' representatives who choose to attend at the address below at 12:30 p.m. (BST) on **09/12/2010**

8. A pre-bid conference will be held in the office of the undersigned at 11.00 a.m. (BST) on **02/11/2010**. All prospective bidders are requested to attend the conference.

(Md.Kafil Uddin)
Director (Logistics and Supply) &
Line Director (Procurement, Storage & Supply Management)
Directorate General of Family Planning
6, Karwan Bazar, Dhaka-1215.
Telephone: 880-2-8144049
Fax: 880-2-8144049

SECTION I.

INSTRUCTIONS TO BIDDERS

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Instructions to Bidders

A. Introduction

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

3. Fraud and
Corruption

- 3.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, contractors, and consultants under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Bank:
- (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 Borrower, 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 loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to 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 Bank-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 Bank-financed contract; and
 - (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a Bank loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission

and contract performance and to have them audited by auditors appointed by the Bank.

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

3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the Bank will cancel the portion of the loan allocated to a Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Borrower or of a beneficiary of the loan during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

4. Eligibility

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

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

- (a) either: (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
- (b) a firm has been engaged by (i) the Borrower or (ii) the Purchaser or (iii) a Purchasing Agent that has been duly authorized to act on behalf of the Borrower or Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.
- (c) government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Borrower or Sub-Borrower under a Bank-financed project shall be permitted to bid or submit a proposal for the procurement of Goods under the project.

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- 4.3 A firm declared ineligible by the Bank in accordance with ITB Sub-Clause 3.1 (c) shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank.
 - 4.4 Pursuant to ITB Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.
 - 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.
5. Eligible Goods and Services
- 5.1 Funds from Bank loans are disbursed only on account of expenditures for the Goods and Services, provided by nationals of, and produced in or supplied from eligible source countries as defined in the edition of the *Procurement Guidelines* specified in the **Bid Data Sheet** and in Section III. Goods produced or Services supplied from a Bank member country may be excluded if that member country is subject to the conditions specified in ITB Sub-Clause 4.2 (a) (i) or (ii).

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- 5.2 For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.
- 5.3 For purposes of this clause, (a) the term “Goods” includes any Goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related services such as transportation, insurance, commissioning, and training.
6. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents
- 6.1 Pursuant to ITB Clause 14, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser’s satisfaction, the eligibility of the Health Sector Goods and services to be supplied under the Contract.
- 6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services offered that shall be confirmed by a certificate of origin issued at the time of shipment.
- 6.3 The documentary evidence of conformity of the Goods and Services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
 - (b) an item-by-item commentary on the Purchaser’s Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
 - (c) any other procurement-specific documentation requirement as stated in the **Bid Data Sheet**.
- 6.4 Unless the **Bid Data Sheet** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser’s country. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser either:
- (a) a copy of the Registration Certificate of the Goods for use in the Purchaser’s country.
- OR, if such Registration Certificate has not yet been obtained,
- (b) evidence establishing to the Purchaser’s satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in the **Bid Data Sheet**.

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

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

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

7. Qualifications of the Bidder

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

Bid Data Sheet (see additional clauses of Bid Data Sheet for pharmaceuticals and vaccines).

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

B. The Bidding Documents

10. Content of Bidding Documents 10.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 12.
- Section I. Instructions to Bidders (ITB)
 - Section II. Bid Data Sheet (BDS)
 - Section III Eligibility
 - Section IV. General Conditions of Contract (GCC)
 - Section V. Special Conditions of Contract (SCC)
 - Section VI. Schedule of Requirements
 - Section VII. Technical Specifications
 - Section VIII. Sample Forms (including Contract Agreement)
- 10.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, said Bidding Documents will take precedence.
11. Clarification of Bidding Documents 11.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the **Purchaser** in writing or by cable (for these ITB, the term "cable" is deemed to include electronic mail, telex, or facsimile) at the **Purchaser's** address **indicated in the Bid Data Sheet**. The **Purchaser** will respond **in writing to any request for clarification received no later than fourteen (14) calendar days** prior to the deadline of submission of bids. Copies of the Purchaser's response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source.
12. Amendment of Bidding Documents 12.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.
- 12.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be

communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.

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

(b) 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 disaggregation 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 non responsive and will be rejected, pursuant to ITB Clause 29. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price will not be adjusted.

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

individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid prices.

- 17. Currencies of Bid** 17.1 Prices shall be quoted in the following currencies:
- (a) The Bidder may express the bid price of the Health Sector Goods to be supplied from outside the Purchaser's Country entirely in the currency or currencies of Bank member countries. If the Bidder wishes to be paid in a combination of different currencies, it must quote its price accordingly, but no more than three foreign currencies may be used.
 - (b) Unless otherwise specified in the **Bid Data Sheet**, the Bidder shall express its prices for such goods to be supplied from within the Purchaser's country in the currency of the country of the borrower.
- 18. Period of Validity of Bids** 18.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the date of bid submission specified in ITB Clause 23. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.
- 18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. 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.

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- 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.
- (c) **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.

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- 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.

(d) **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.

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- 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 pre qualified 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 Bank that its bid complies with the criteria specified in ITB Paragraph 15.2 (a).

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

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

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

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

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

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

(e) 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 post qualification criteria stated in the **Bid Data Sheet**. If a prequalification process was undertaken for the Contract(s) for which these Bidding

	<p>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.</p>
	<p>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.</p>
	<p>34.3 An affirmative post qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
35. Award Criteria	<p>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.</p>
36. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids	<p>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.</p>
37. Purchaser's Right to Vary Quantities at Time of Award	<p>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.</p>
38. Notification of Award	<p>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.</p> <p>38.2 The notification of award will constitute the formation of the Contract.</p> <p>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.</p> <p>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</p>

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	<p>Name of Purchaser: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215, Bangladesh.</p> <p>Name of authorized Purchasing Agent: None.</p> <p>Type of goods: Injectable Hormonal Contraceptives (Medroxyprogesterone Acetate - MPA)</p> <p>Name and identification number of the Contract Package: Procurement of 8 million (eight million) vials of Injectable Contraceptives (Medroxy-progesterone Acetate - MPA) under Contract Package GFP-02(A)/10</p> <p>Name and identification of sub- Package:</p> <p>Sub- Package 1: 4 million (four million) vials of Injectable Contraceptives (Medroxyprogesterone Acetate - MPA).</p> <p>Sub- Package 2: 4 million (four million) vials of Injectable Contraceptives (Medroxyprogesterone Acetate - MPA).</p> <p>A bidder may bid for one or more Sub-packages but he should bid separately for each sub-package. Bidders are required to bid for entire quantity in the Sub-package; otherwise the bid will be rejected.</p> <p>Evaluation and comparison of bids will be carried out simultaneously to determine the bid or combination of bids offering the lowest evaluated price to the purchaser. However, Price reduction or Cross discounts will be applied in the evaluation and comparison of bids for more than one Sub-package.</p>
ITB 2.1	<p>Name of the Borrower: The People's Republic of Bangladesh. Credit number: 4052-BD Credit amount: US\$ 300 million. Name of Project: Health, Nutrition and Population Sector Program (HNPSP).</p>
ITB 4.1 & 5.1	<p>Applicable edition of the Guidelines: Procurement under IBRD Loans and IDA Credits: May 2004.</p>

ITB 6.3(c)	The Goods offered should meet the specified Pharmacopoeial standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified Pharmacopoeias (e.g., the case of a new drug), the Bidder will provide testing protocols and alternative reference standard.
ITB 6.4	The Government of Bangladesh has established product registration requirements for the Health Sector Goods. 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 the Registration certificate of the goods under this package for use in the purchasers country.
ITB 6.4 (b)	By the time of contract signing, the successful bidder shall have obtained and complied with authoritative and regulatory requirements from the source mentioned under ITB 6.4.1 of this BDS below.
ITB 6.4.1	For the purpose of obtaining additional information about the requirements for registration, Bidders may contact Director, Directorate of Drug Administration, 105/106, Motijheel Commercial Area, Dhaka-1000, Bangladesh. Telephone: (880-2) 9556126, 9553257; Facsimile: (880-2) 9561866; Email: drugs@bdonline.com
ITB 7.1 (a) and 7 (d)	<p>The Bidder or Manufacturer, whose product is offered by the bidder shall have:</p> <ul style="list-style-type: none"> (i) an average annual turnover over the last three (3) years from manufacturing and/or supplying Pharmaceuticals of not less than USD 6,000,000 (six million) or Bangladesh Taka 400,000,000 (four hundred million) for each sub-package. (ii) an installed production capacity at least 14,000,000 (fourteen million) vials annually for each sub-package. (iii) satisfactorily completed at least two (2) similar contracts (of specific goods and size) within the period of the last five years before the date of bid opening for each sub-package. <p>The following documents must be included with the bid:</p> <p>Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted:</p> <ul style="list-style-type: none"> (i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: <ul style="list-style-type: none"> (a) is incorporated in the country of manufacture of the Goods; (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods;

- (c) has manufactured and marketed the specific goods covered by this Bidding Document, for at least three (3) years, and for similar Goods for at least five (5) years;
- (d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission;

(ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce:

- (a) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in Bangladesh

(iii) The Bidder shall also submit the following additional information:

- (a) a copy of its manufacture license and a statement of installed manufacturing capacity;
- (b) certified copies of its audited financial statements for the past three fiscal years, prepared by external auditor(s);
- (c) details of on-site quality control laboratory facilities and services and range of tests conducted;
- (d) list of major supply contracts conducted within the last five (5) years;
- (e) a Certificate of Pharmaceutical Product (CPP) as recommended by the WHO for the item offered in the Form No. 10 of the sample forms in Section- VIII;
- (f) a Good Distribution Certificate (GDP) (where appropriate); and
- (g) list of pharmaceuticals being manufactured by the bidder/Manufacturer with product registration/license number and date.

Note: In case of GMP, CoPP, Manufacturer authorization and power of attorney:

Bidder will provide contact details - contact person name, mail address, email address and telephone number - of issuing authority / agency of respective quality certificate to facilitate DGFP for verification/ authentication of the same if necessary.

B. THE BIDDING DOCUMENTS

ITB 11.1	<p>Purchaser's Address: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215, Bangladesh.</p> <p>Telephone: (880-2) 8144049. Fax: (880-2) 8144049</p> <p>Email: dirlsdgfp@gmail.com</p> <p>Requests for clarifications must be received on 14/11/ 2010 or before, after that date requests for clarification will not be answered.</p>
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C. PREPARATION OF BIDS

ITB 13.1	<p>The language of the bid is: English. Moreover, the key passages of all accompanying printed literature in any other language must be translated into English.</p>
ITB 14.1(d)	<p>A power of attorney authorizing the signatory to sign the Bid on behalf of the Bidder from competent authority must be provided separately. If the signatory of the Bid is duly authorized by the memorandum and article of association or the constitution of the Bidder, certified copy of the relevant section of the said constitution should be provided. In case, the Bidder is a sole –proprietorship/partnership firm, necessary affidavit should be provided. Otherwise the Bid may be rejected.</p>
ITB 14.1 (i)	<p>In addition to the documents stated in Paragraphs 14.1 (a) through (h), the following documents must be included with the Bid:</p> <p>Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A “primary manufacturer” is defined as a company that performs all the manufacturing and formulating operations needed to produce pharmaceuticals or nutritional supplements in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) in the country of manufacture that the manufacturer is licensed to manufacture the Goods offered.</p>
ITB 16.2 (b) (i) and (c) (iii)	<p>Place of Destination: CIP Central Warehouse, Directorate General of Family Planning, Mohakhali, Dhaka.</p>
ITB 16.2(b)(iii)	<p>In addition to CIP Price Specified in ITB16.2(b)(i), price for goods manufactured outside the purchaser's country shall be quoted on</p>

	CPT, Central Warehouse, Family Planning, Mohakhali, Dhaka , Bangladesh
ITB 16.2 (a) (iii); (b)(ii) and (c)(v)	“Final destination/site”: CIP Central Warehouse, Mohokhali, Dhaka, Bangladesh
ITB 16.2 (d)	<p>For agents and service facilities in the purchaser’s country:</p> <p>If a foreign bidder engages an agent in the purchaser’s country, the agency commission payable to the agent shall be indicated in the space provided in the price schedule. They also will be required to give following details in the bid:</p> <ul style="list-style-type: none"> (i) the name and address of the local agent; (ii) what services the agent renders; and (iii) the amount of remuneration for the agent included in the bid price.
ITB 16.5	Prices quoted by the Bidder shall be fixed. Bidders shall not be allowed to quote alternate prices under the bid.
ITB 16.6	Bids are being invited for 2(two)) sub-packages. Bidders are required to bid for entire quantity of goods as indicate in the schedule of requirements for each Sub-package. Otherwise the bid will be rejected. Bidders wishing to bid for more than one sub package shall have to submit separate Bid from, Price Schedule and Bid Security for each sub-package. A Bidder may offer price reduction or Cross discounts. In case of award for more than one sub package, the price reduction or Cross discounts will be applied in the evaluation and comparison of bids. Evaluation and comparison of bids will be carried out simultaneously to determine the bid or combination of bids offering the lowest evaluated price to the purchaser.
ITB 17.1 (b)	The currency to be used for quoting prices of the Goods and Services components of the Goods offered from within the Purchaser’s country, as well as local currency expenditures for local technical support, training, maintenance, transportation, insurance, and other local costs incidental to delivery, is: Bangladesh Taka.
ITB 18.1	The bid validity period shall be 150 days after the deadline for bid submission, as specified in next page in reference to ITB Clause 23. Accordingly, each bid shall be <i>valid through 08/05/2011</i> i.e. 150 days after the date of bid opening.
ITB 19.1	<p>The amount of bid security is required for each sub package:</p> <p>Bangladesh Taka 2,700,000 (Two million seven hundred thousand) or US\$ 38,850 (Thirty eight thousand eight hundred and fifty US dollar) only or an equivalent amount in a freely convertible currency in the</p>

	form of Bank Guarantee from a Bank acceptable to the purchaser for each sub package.
ITB 19.2	Bid security must be valid twenty-eight (28) days after the end of the bid validity period. Accordingly, a bid with a bid security that expires before 08/05/2011 shall be rejected as non-responsive.
ITB 20.1	Alternative bids will not be accepted.
ITB 21.1	Required number of copies of the bid: One original and one copy.

D. SUBMISSION OF BIDS

ITB 22.1(b)	Bidders shall not have the options to submit their bids electronically.
ITB 22.2 (b)	The address for bid submission is: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215, Bangladesh. Telephone: (880-2) 8144049 Fax: (880-2) 8144049,
ITB 22.2 (c) & (d)	See the above data for ITB 1.1 for the name of the Contract. See the below data for ITB 23.1 for the deadline for bid submission.
ITB 23.1	See the above data for ITB Sub-Clause 22.2 (b) for the address of bid submission. Deadline for bid submission 09/12/ 2010 at 12:00 p.m. (BST) at address as ITB 22.2 (b).
ITB 24.1	See the above data for ITB Sub-Clause 23.1 for the deadline for bid submission.
ITB 25.2 (a)	The required number of copies of bid modifications is the same as the number of copies of the original bid specified above in the data for ITB Sub-Clause 21.1.
ITB 25.3 (a)	See the above data for ITB Paragraph 22.2 (b) for the address to use for submission of a bid withdrawal notice.

E. BID OPENING AND EVALUATION

ITB 26.1	Time, date, and place for bid opening are: <i>at 12:30 p.m. on 09December., 2010 (BST)</i> at the office of the Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215, Bangladesh.
ITB 31.3	<p>The currency chosen for the purpose of converting to a common currency is: Taka.</p> <p>The source of exchange rate is: Sonali Bank, Bangladesh selling rates. For the currencies not quoted by the above source, they will be converted to US Dollar first using the exchange rate quoted by the Wall Street Journal and then converted to Bangladesh Taka using Sonali Bank's Quoted selling rate for US Dollar</p> <p>The date of exchange rate determination is the date of bid opening.</p>
ITB 32.5 (d)	A Bidder may bid for more than one sub package. But he should bid separately for each sub-package. A Bidder may offer price reduction or Cross discounts. In case of award for more than one sub package, the price reduction or Cross discounts will be applied in the evaluation and comparison of bids for more than one Sub-package. Evaluation and comparison of bids will be carried out simultaneously to determine the bid or combination of bids offering the lowest evaluated price to the purchaser.
ITB 33.1	A margin of domestic preference will apply.

F. POST QUALIFICATION AND AWARD OF CONTRACT

ITB 34.1	Post qualification: There is no additional post qualification requirement
ITB 37.1	Percentage for increase or decrease of quantity of Goods and Services originally specified not more than 20%.

SECTION III.

ELIGIBLE COUNTRIES

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

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

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

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

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

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

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines: None

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.

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- (m) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (n) “The Site,” where applicable, means the place or places **named in the SCC.**
- (o) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC.**
- (p) “The World Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further **elaborated in the SCC.**
- 3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Bank** 5.1 The Supplier shall not, without the Purchaser’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Bank, if so required by the Bank.

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

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

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

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

7. Patent Rights

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

8. Performance Security

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

8.2 The proceeds of the performance security shall be payable to

the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

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

(b) a cashier's or certified check.

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

9. Inspections and Tests

9.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

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

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

place of final destination.

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

10. Packing

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

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

11. Delivery and Documents

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

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

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

12. Insurance

12.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage

incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.

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

13. Transportation

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

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

13.3 Where the Supplier is required under the 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 counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.

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

payments due to the Supplier under this Contract.

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

16. Payment

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

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

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

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

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

17. Prices

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

18. Change Orders

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

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

(b) the method of shipment or packing;

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

delivery or performance, up to a maximum deduction of the percentage **specified in the SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

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

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

For the purpose of this clause:

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

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

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

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

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- 24. Force Majeure**
- 24.1 Notwithstanding the provisions of GCC Clauses 21, 22, and 23, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 24.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 25. Termination for Insolvency**
- 25.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
- 26. Termination for Convenience**
- 26.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier’s receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and

Services and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

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

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

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

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

27.3 Notwithstanding any reference to arbitration herein,

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

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

28. Limitation of Liability

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

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

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

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- 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

Table of Clauses

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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 (i)	The Purchaser is: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215, Bangladesh. Telephone: (880-2) 8144049, Fax : (880-2) 8144049.
GCC 1.1 (j)	The Purchaser's country is: Bangladesh.
GCC 1.1 (n)	The Site is: Central Warehouse, Directorate General of Family Planning, Mohakhali, Dhaka, Bangladesh.
GCC 1.1 (o)	The Supplier is: To be filled 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 Bank maintains a list of countries who's Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. This list is updated regularly, and it is available from the Public Information Center of the World Bank. In the section III of the Bidding Documents entitled "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement."
4. Standards (GCC Clause 4)	
GCC 4	There are no Special Conditions of Contract applicable to GCC Clause 4
5. Use of Contract Documents and Information (GCC Clause 5)	
GCC 5	There are no Special Conditions of Contract applicable to GCC Clause 5.
6. Certification of Goods in Accordance with Laws of the Purchaser's Country (GCC Clause 6)	
GCC 6.1	Drug Registration Certificate from the Directorate of Drug Administration is required. If the drug has not been registered before submission of the bid, the successful bidder must do so immediately after notification of award. Successful registration of the drug in Bangladesh is required for the contract to become effective.
GCC 6.2	The Effective Date of the Contract is the date of Contract signature, if the good has already been registered with the drug Administration in Bangladesh or if the good has not yet been registered by the time of contract signing, the contract will become effective only after the good has been registered by the competent regulatory authority
GCC 6.3	The time period shall be 40 days.
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 shall be for an amount equal to ten (10) percent

	of the contract price.
GCC 8.4	The Performance security will be discharged after one(1) year from the date of acceptance of the last shipment under this contract
9. Inspections and Tests (GCC Clause 9)	
GCC 9.1	Purchaser will name its own pre-shipment inspection agent to inspect and/ or conduct tests of offered goods at factory premises at its cost within one month of the contract signature. For the purpose of inspection, the supplier will notify the purchaser at least 42 (forty two) days before the goods would be ready for inspection at its premises and planned date of shipment and purchaser shall notify the supplier when its inspectors would make the tests and inspections at least seven days prior planned date of shipment.
GCC 9.1(a)	<p>i) The related costs of the Purchaser’s agent for the first inspection of goods shall be borne by the Purchaser. The cost of subsequent inspection due to rejection of goods at the first inspection shall be borne by the Supplier. Inspection will be done by a Purchaser’s agent to ascertain whether the goods are in conformity with the technical specifications of the contract or not;</p> <p>ii) The right of the Purchaser to inspect the Goods shall be considered waived if it fails to intimate the Supplier of its decision to inspect the Goods 14 (fourteen) days prior to the date when the Goods would have been ready for inspection. In such case, the Supplier shall ship the Goods without pre-shipment inspection by the Purchaser.</p>
GCC 9.1(b)	For goods supplied from outside Bangladesh, irrespective of whether the pre shipment inspection done by the Purchaser or not, the Supplier shall submit with each shipment, the Batch certificate of Pharmaceutical product in conformity with WHO Certification Scheme. The Batch certificate shall be issued by the regulatory authority of the exporting country. A certificate issued by the manufacturer will not be acceptable.
GCC.9.1 (c)	The Purchaser shall inspect and or test the goods at final destination on random basis. Unless the full quantity of goods supplied according to the Schedule of Requirements/ each shipment conform to the specification, the Purchaser will not accept the “goods” and will not issue the acceptance certificate
10. Packing (GCC Clause 10)	
GCC 10.2	<p>A packing list showing the contents of each package shall be enclosed in a waterproof envelope and shall be secured to the outside of the packing case.</p> <p>In addition each package shall be clearly marked legibly with indelible ink/paint in bold letters on front side, with the following:</p> <p>Contract Number with date:</p>

	<p>Name and Address of Purchaser:</p> <p>Port of entry:</p> <p>Country of origin:</p> <p>Gross weight:</p> <p>Net weight:</p> <p>Date of manufacture: Expiry date;</p> <p>Number of package(s):</p> <p>Measurement:</p> <p>Brief description of contents:</p> <p>Packets should be marked “ Property of the Government of Bangladesh”” Not for sale”</p> <p>In case of shipment through Ocean seaworthy packing is to be ensured. Packing should be marked upside indicating with arrows, at all visible sides.</p> <p>Additional requirements indicated in the Technical Specifications.</p>
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11. Delivery and Documents (GCC Clause 11)

GCC 11.1 & 11.3	<p>For Goods supplied from abroad:</p> <p>Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination.</p> <p>It is expect that foreign suppliers will do everything in their control to ensure that the original shipping documents arrive at the Purchaser’s bank at least 2 weeks before the goods are received in customs.</p> <p>The supplier will therefore submit the full shipping documents to the bank managing the letter of credit within 2 workdays after loading the goods. As a proof of timely submission to the bank, the supplier will send to the purchaser notarized copies of the full set of shipping documents and a notarized copy or an original of the confirmation of receipt of those documents by the bank. The full set of notarized copies must be received by the purchaser within 7 work days after the date of shipment. The supplier is further required to reply to any requests for information or verification from the banks or DGFP within 2 workdays.</p>
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In case the supplier causes delays in the processing of the shipping documents, for example by submitting the original documents late to the bank or by not complying within two work days to requests for information, or by not ensuring that the documents arrive on time at the Purchaser's bank, the supplier agrees to pay 100% of any demurrage charges for the shipment.

In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:

- (i) three originals and two copies of the Supplier's invoice, showing Purchaser as Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215 the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;
- (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215 and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
- (iii) four copies of the packing list identifying contents of each package;
- (iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;

- (vi) one original of the Supplier's Certificate of Origin covering all items supplied;
- (vii) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);
- (viii) Other procurement-specific documents required for delivery/payment purposes.
- (ix) One original of the Certificate of Pharmaceutical Product as recommended by WHO for each of the items supplied.
- (x) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the goods, and
- (xi) One original and six copies of the certificate of weight issued by the port authority/licensed authority.

For Goods from within the Purchaser's country:

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

- (i) two originals and two copies of the Supplier's invoice, showing Purchaser as Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215, Bangladesh and delivery through to final destination as stated in the Contract;
- (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (iv) four copies of the packing list identifying contents of each package;

	<p>(v) one original of the manufacturer’s or Supplier’s Warranty certificate covering all items supplied;</p> <p>(vi) one original of the Supplier’s Certificate of Origin covering all items supplied;</p> <p>(vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required).</p> <p>(viii) Other procurement-specific documents required for delivery/payment purposes.</p> <p>Above documents shall be received by the purchaser before arrival of the goods and if not received, the supplier will be responsible for any consequent expenses.</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 (only if contract placed on CIP 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> <ul style="list-style-type: none"> a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in the Purchaser's country that may be required for the Goods. The cost shall be deemed included in the Contract Price. b) The Supplier shall provide such other services as are stated in the technical specification.
15. Warranty (GCC Clause 15)	
GCC 15.1	There are no Special Conditions of Contract applicable to GCC 15.
GCC 15.2	The warranty period is twelve(12) months .
GCC 15.4	The period for the replacement of defective goods is: 4 (four) weeks.
16. Payment (GCC Clause 16)	
GCC 16.1 & 16.4	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in the following manner:</p> <ul style="list-style-type: none"> (i) On Shipment: Ninety (90) percent of the Contract Price of the Goods shipped shall be paid through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 11 or, alternatively, at the supplier's option, within thirty (30) days of submission of documents specified in the GCC clause 11 above by direct bank transfer to the supplier's nominated bank account. <p>LC opening charges and charges for amendments of the letter of credit at the request of or due to fault or default of the purchaser are for the account of the purchaser. Confirmation charges and charges for amendments to the LC at the request of or due to fault or default on behalf of the supplier are for the account of supplier.</p> <ul style="list-style-type: none"> (ii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice

	<p>(showing Purchaser's name the Contract number, loan 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 Purchaser.</p> <p>Payment of local currency portion shall be made in Bangladesh Taka within thirty (30) days of presentation of an invoice (showing Purchaser's name; the Contract number, loan 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 Purchaser.</p> <p>Payment of Agency Commission: The agency commission will be paid to the bidders agent in the local currency for the amount in Bangladesh Taka indicated in the relevant price schedule using the TT buying rate of exchange ruling on the date of award of contract and shall not be subject to further escalation or exchange variation</p> <p>Payment for Goods and Services supplied from within the Purchaser's country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's country shall be made in Bangladesh Taka</p> <p>(i) On Shipment: Ninety (90) percent of the Contract Price of the Goods shipped shall be paid within twenty-eight (28) days of submission of documents specified in GCC Clause 11 above by direct bank transfer to the Supplier's nominated bank account.</p> <p>(ii) On Acceptance: Ten (10) percent of the Contract Price of Goods received shall be paid within twenty-eight (28) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; 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 Purchaser.</p>
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
GCC 20	There are no Special Conditions of Contract applicable to GCC 20

21. Delays in the Supplier's Performance (GCC Clause 21)	
GCC 21	There are no Special Conditions of Contract applicable to GCC 21.
22. Liquidated Damages (GCC Clause 22)	
GCC 22.1	0.2% (zero point two) percent per week and the maximum shall not exceed ten (10) percent of the contract price.
23. Termination for Default (GCC Clause 23)	
GCC 23	There are no Special Conditions of Contract applicable to GCC 23.
24. Force Majeure (GCC Clause 24)	
GCC 24	There are no Special Conditions of Contract applicable to GCC 24.
25. Termination for Insolvency (GCC Clause 25)	
GCC 25	There are no Special Conditions of Contract applicable to GCC 25.
26. Termination for Convenience (GCC Clause 26)	
GCC 26	There are no Special Conditions of Contract applicable to GCC 26.
27. Settlement of Disputes (GCC Clause 27)	
GCC 27.2.2	<p>The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows:</p> <p style="padding-left: 40px;">(a) Contracts with foreign Supplier:</p> <p style="padding-left: 80px;">GCC 27.2.2 (a)–All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p> <p style="padding-left: 40px;">(b) Contracts with Supplier national of the Purchaser's country:</p> <p style="padding-left: 80px;">In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the</p>

	dispute shall be referred to adjudication or arbitration in accordance with the laws of the Peoples Republic of Bangladesh.
GCC 28	There are no Special Conditions of Contract applicable to GCC 28.
29. Governing Language (GCC Clause 29)	
GCC 29.1	English
30. Applicable Law (GCC Clause 30)	
GCC 30.1	The Contract shall be interpreted in accordance with the laws of the Peoples Republic of Bangladesh.
31. Notices (GCC Clause 31)	
GCC 31.1	<p>Purchaser's Address: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Kawran Bazar, Dhaka-1215, Bangladesh.</p> <p>Telephone: (880-2) 8144049 Fax: (880-2) 8144049</p> <p>Supplier's address: To be filled in at the time of contract signing.</p>
32. Taxes and Duties (GCC Clause 32)	
GCC 32	There are no Special Conditions of Contract applicable to GCC 32.

Section VI.

**Schedule of Requirements of
Injectable Contraceptives
(Medroxyprogesterone – MPA).**

Schedule of Requirement

Contract Package No. GFP-02(A)/10

Procurement of 8 million vials of Injectables contraceptive (Medroxy-progesterone acetate - MPA).

Number	Description	Quantity	Delivery in weeks from the date of opening of letter of credit in case of goods supplied from abroad and from the date of contract signing in case of the goods supplied from within the country.	Mode of shipment
Sub Pack- age-1	Injectable Contraceptives (Medroxyprogesterone acetate - MPA) in sterile aqueous suspension containing (long acting depot preparation) 150 mg/ml	4 million vials	The delivery of first shipment of 2 million vials shall be completed within 12 weeks and subsequent delivery of 2 million vials shall be completed within the next 4 weeks. The delivery of entire quantity shall be completed within 16 weeks to the final destination.	CIP, Central Warehouse, Mohakhali, DGFP, Dhaka.
Sub Pack- age-2	Injectable Contraceptives (Medroxyprogesterone acetate - MPA) in sterile aqueous suspension containing (long acting depot preparation) 150 mg/ml	4 million vials	The delivery of first shipment of 2 million vials shall be completed within 12 weeks and subsequent delivery of 2 million vials shall be completed within the next 4 weeks. The delivery of entire quantity shall be completed within 16 weeks to the final destination.	CIP, Central Warehouse, Mohakhali, DGFP, Dhaka.

Note: The bid shall be non-responsive if any bidder quoted in their bid to supply the goods beyond the delivery schedule mentioned in the schedule of requirement.

SECTION VII.

Technical Specification

General Technical Specifications

1. Product and Package Specifications

- 1.1 The Goods to be purchased by the Purchaser under this Invitation for Bids are included in the Purchaser's *current* national essential drugs list or national formulary. The required packing standards and labeling must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards are contained in "Good Practices in the Manufacture and Quality Control of Drugs.")
- 1.2 Product specifications indicate dosage form (e.g., tablet, *capsules*, *dry syrup*, liquid, *ointment*, injectable, emulsion, suspension, etc.) and the drug content (exact number of mg or *international units* [IU] or % v/v, w/w or v/w acceptable range). The Goods should conform to standards specified in the following compendia: [The Borrower should specify an acceptable pharmacopoeia standard from one of the following: the *British Pharmacopoeia*, the *United States Pharmacopoeia*, the *French Pharmacopoeia*, the *International Pharmacopoeia*, or the *European Pharmacopoeia*, the latter particularly for raw materials.] *The standards will be the latest edition unless otherwise stated by the Purchaser or other if applicable.* In case the pharmaceutical product is not included in the specified compendium, *but included in the Purchaser's national essential drug list, the Purchaser should clearly indicate acceptable limits and the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.*
- 1.3 Not only the pharmaceutical item, but also the packaging and labeling components (e.g., bottles, closures, and *labeling*) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tamper-proof, *and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's national regulatory authority (RA).* *The Purchaser should specify any additional special requirements.*
- 1.4 All labeling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated.
- 1.5 Goods requiring refrigeration or freezing *or those that should not fall below a certain minimum temperature* 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.
- 1.6 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.

2. Labeling Instructions

- 2.1 The label of the primary container for each pharmaceutical and vaccine products shall meet the W210 GMP standard and include:

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- (a) The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;
 - (b) dosage form, e.g., tablet, ampoule, syrup, etc.;
 - (c) the active ingredient “per unit, dose, tablet or capsule, etc.”;
 - (d) the applicable pharmacopoeia standard;
 - (e) the Purchaser’s logo and code number and any specific color coding if required;
 - (f) content per pack;
 - (g) instructions for use;
 - (h) special storage requirements;
 - (i) batch number;
 - (j) date of manufacture and date of expiry (in clear language, not code);
 - (k) name and address of manufacture;
 - (l) any additional cautionary statement.

2.2 The outer case or carton should also display the above information.

3. Case Identification

3.1 All cases should prominently indicate the following:

- (a) Purchaser’s line and code numbers;
- (b) the generic name of the product;
- (c) the dosage form (tablet, ampoule, syrup);
- (d) date of manufacture and expiry (in clear language not code);
- (e) batch number;
- (f) quantity per case;
- (g) special instructions for storage;
- (h) name and address of manufacture;
- (i) any additional cautionary statements.

3.2 No case should contain pharmaceutical products from more than one batch.

4. Unique Identifiers

4.1 The Purchaser shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the *labels of the containers* used for packaging and in certain dosage forms, such as tablets, *and ampoules* and this will be in the Technical Specifications. The design *and detail will be clearly indicated at the time of bidding*,

and confirmation of the design of such logo shall be provided to the Supplier at the time of contract award.

5. Standards of Quality Control for Supply

- 5.1 The successful Supplier will be required to furnish to the Purchaser:
- (a) With each consignment, and for each item a WHO certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis.
 - (b) Assay methodology of any or all tests if requested.
 - (c) Evidence of bio-availability and/or bio-equivalence for certain critical Goods upon request. *This information would be supplied on a strictly confidential basis only.*
 - (d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.
- 5.2 The Supplier will also be required to provide the Purchaser with access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.

Technical Specification:

Contract Package No. GFP-02 (A)/09

Injection.

1. Description of the product: The product is a long acting Medroxyprogesterone acetate intended for intra-muscular injection every three months.
2. The product, Medroxyprogesterone acetate is to be supplied in sterile aqueous suspension in 150 mg/ml in vials.
3. Each 1-ml vial should contain a minimum of 1.1 ml of sterile aqueous suspension containing 150 mg/ml Medroxyprogesterone acetate.
4. Primary packaging must meet the requirements of relevant ISO quality standards and the bidder shall be obliged to mention the standards that it should follow. The bidder is required to satisfy the purchaser by submitting all necessary documentation in this respect.
5. Each individual vial shall have the following information
 - Product/Brand Name
 - Lot/Batch Number
 - Expiration date (month and year)
 - Date of manufacture
 - Manufacturer's Name
 - Store at room temperature between 15-30 °C
 - Presentation (i.e. sterile aqueous suspension) and Formulation (i.e. amounts of active ingredients per vial)
6. The supplier must provide a copy of the manufacturing record and procedures to the Purchaser for each lot intended for shipment.
7. Packing: 100 individual glass vials will be contained in study white cardboard boxes outfitted with individual segments for protecting and separating each vial. The overall dimensions should be such that the product does not get damaged during transportation and storage.
8. For shipping, triple walled corrugated fiberboard cartons made from weather resistant fiberboard with sufficient bursting strength (to be mentioned by the bidder) should be used. Additional cushioning shall be provided as needed to protect the vials from breakage during transit and handling and must have adequate protection to keep the vials within safe temperature range
9. The supplier must prepare and include, separately from normal, standard package inserts, twenty (20) patient information sheets and one (1) prescribing information sheet, in English and in Bangla, for each shipping carton.
10. The shelf life of the product provided under this invitation shall be at least 3(three) years from the date of manufacture when stored under tropical conditions such as those prevailing in Bangladesh. With respect to the remaining shelf life the same should be ruled by GCC 15.1 [i.e. minimum of 5/6th (five sixth) of the specified shelf life upon delivery at the port/airport of entry. The supplier shall provide to the satisfaction of the Purchaser the stability test data substantiating this three years shelf life at ambient temperature between 15°C – 30°C.
11. Chemical, physical, and microbiological test data, including sterility tests, for each batch shipped must be on record and available to the Purchaser's representative when requested.

SECTION VIII.

SAMPLE FORMS

NOTES TO BIDDERS ON THE PREPARATION OF SAMPLE FORMS

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. In its bid, the Bidder **MUST** use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing pursuant to ITB Clause 11.

The Purchaser has provided explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets.

In preparing its bid, the Bidder **MUST** ensure all such information is provided and that the typographical aides are removed.

SAMPLE FORMS

1. Bid Form
2. Price Schedule for Goods Manufactured outside the Country to be imported)
3. Price Schedule for Domestic Goods Manufactured within the Purchaser's Country
4. Price Schedule for Goods Manufactured outside the Country, Already imported
5. Bid Security Form (Bank Guarantee)
6. Manufacturer's Authorization
7. Form of Contract Agreement
8. Performance Security Bank Guarantee
9. Specimen Certificate of a Pharmaceutical Product
10. Proforma for Performance Statement

1. Bid Form

Date: [insert: *date of bid*]

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

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

[insert: *name of Contract*]

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

Dear Sir or Madam:

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

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

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

(if none, state "none")

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

Signed: _____

Date: _____

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

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

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

(Group C bids)

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

1	2	3	4	5	6	7		8	9	10	11	12	13	14
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices		Total unit price	Total price per item [6 x 8]	Local agent's commission CPT as a % of price included in quoted price	Shipment weight and volume	Name of manufacturer	Country of origin	Pharma-copoeial standard
						[a] Unit price CPT port of loading	[b] CIP Central Ware house, Mohakhali, Dhaka.							

Note:

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

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

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

(Group A and Group B bids)

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

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

Note:

- (i) Column 7[b] is optional and it will be applicable only when required in accordance with ITB Sub-Clause 16.2 (a) (iii) and the related provisions in the Bid Data Sheet.
- (ii) For column 9, pursuant to ITB 30.1 in the case of discrepancy between unit price and total price, the unit price shall prevail.
- (iii) For column 13, a breakdown of the cost of local labor, local raw materials, and local components provided from within the country should also be indicated separately as specified in ITB Sub-Clause 33.1 along with adequate proof to substantiate each of these local inputs.

Total Bid Price:

Currency:

In figures:

In words:

Signed: _____

Dated: _____

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

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

(Group C bids)

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

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

Note:

- (i) Column 7[b] Custom Duties and Import Taxes paid should be supported by documentary evidence..
- (ii) For column 9, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

Total Bid Price:

Currency:

In figures:

In words:

Signed:.....

Dated:

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

5. Bid Security Form (Bank Guarantee)

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

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

Beneficiary: _____ *[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 Instructions to Bidders.

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

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

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

[signature(s)]

6. 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**]*

7. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Technical Specifications)
 - (e) The Supplier’s bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) [*Add here: any other documents*]

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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”

8. 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]*¹ 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____,² 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)]

¹ 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.

² 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."

9. Specimen Certificate of a Pharmaceutical Product

Certificate of a Pharmaceutical Product¹

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

No. of certificate: _____

Exporting (certifying) country: _____

Importing (requesting) country: _____

1. Name and dosage form of product:

1.1 Active ingredients² and amount(s) per unit dose.³

For complete qualitative composition including excipients, see attached.⁴

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

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

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

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

2A. 1 Number of product license⁷ and date of issue:

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

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

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

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

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

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

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

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

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

2B.3 Why is marketing authorization lacking?

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

2B.4 Remarks:¹³

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

yes/no/not applicable¹⁴ (*key in as appropriate*)

If no or not applicable proceed to question 4.

3.1 Periodicity of routine inspections (years): _____

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

yes/no (*key in as appropriate*)

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

yes/no/not applicable¹⁶ (*key in as appropriate*)

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

yes/no (*key in as appropriate*)

If no, explain: _____

Address of certifying authority: _____

Telephone number: _____ Fax number: _____

Name of authorized person:

Signature:

Stamp and date:

General instructions

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

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

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

Explanatory notes

- ¹ This certificate, which is in the format recommended by WHO, establishes the status of the pharmaceutical product and of the applicant for the certificate in the exporting country. It is for a single product only since manufacturing arrangements and approved information for different dosage forms and different strengths can vary.
- ² Use, whenever possible, international nonproprietary names (INNs) or national nonproprietary names.
- ³ The formula (complete composition) of the dosage form should be given on the certificate or be appended.
- ⁴ Details of quantitative composition are preferred, but their provision is subject to the agreement of the product-license holder.
- ⁵ When applicable, append details of any restriction applied to the sale, distribution, or administration of the product that is specified in the product license.
- ⁶ Sections 2A and 2B are mutually exclusive.
- ⁷ Indicate, when applicable, if the license is provisional or if the product has not yet been approved.
- ⁸ Specify whether the person responsible for placing the product on the market:
 - (a) manufactures the dosage form;
 - (b) packages and/or labels a dosage form manufactured by an independent company; or
 - (c) is involved in none of the above.

- ⁹ This information can be provided only with the consent of the product-license holder or, in the case of non-registered products, the applicant. No completion of this section indicates that the party concerned has not agreed to inclusion of this information. It should be noted that information concerning the site of production is part of the product license. If the production site is changed, the license must be updated or it will cease to be valid.
- ¹⁰ This refers to the document, prepared by some national regulatory authorities, that summarizes the technical basis on which the product has been licensed.
- ¹¹ This refers to product information approved by the competent national regulatory authority, such as a Summary of Product Characteristics (SPC).
- ¹² In this circumstance, permission for issuing the certificate is required from the product-license holder. This permission must be provided to the authority by the applicant.
- ¹³ Please indicate the reason that the applicant has provided for not requesting registration:
- (a) The product has been developed exclusively for the treatment of conditions—particularly tropical diseases—not endemic in the country of export.
 - (b) The product has been reformulated with a view to improving its stability under tropical conditions.
 - (c) The product has been reformulated to exclude recipients not approved for use in pharmaceutical products in the country of import.
 - (d) The product has been reformulated to meet a different maximum dosage limit for an active ingredient.
 - (e) Any other reason, please specify.
- ¹⁴ Not applicable means that the manufacture is taking place in a country other than that issuing the product certificate and inspection is conducted under the aegis of the country of manufacture.
- ¹⁵ The requirements for good practices in the manufacture and quality control of drugs referred to in the certificate are those included in the thirty-second report of the Expert Committee on Specifications for Pharmaceutical Preparations (WHO Technical Report Series, No. 823, 1992, Annex 1). Recommendations specifically applicable to biological products have been formulated by the WHO Expert Committee on Biological Standardization (WHO Technical Report Series, No. 822, 1992, Annex 1).
- ¹⁶ This section is to be completed when the product-license holder or applicant conforms to status (b) or (c) as described in note 7 above. It is of particular importance when foreign contractors are involved in the manufacture of the product. In these circumstances the applicant should supply the certifying authority with information to identify the contracting parties responsible for each stage of manufacture of the finished dosage form, and the extent and nature of any controls exercised over each of these parties.

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

10. PROFORMA FOR PERFORMANCE STATEMENT

(For a period of last five years)

IFB. No.-----Date of Opening.----- Time.-----Hours.

Name of the Firm.-----

Order Placed By (Name and full address of the Purchaser)	Order No. and Date.	Description and Quantity of ordered similar forms.	Value of order	Date of completion of Delivery		Remarks indicating reasons for late delivery, if any	Was the supply of similar forms satisfactory (Attach a certificate from the Purchaser/Consignee.)
				As per contract	Actual		

Name of Bidder.-----

Signature and seal of the Bidder.-----
