

# **Procurement of: Emergency Triage Equipments**

**Tender No/IFB No:** \_\_\_\_\_

## **PART ONE - BIDDING PROCEDURES**

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Section II : Bid Data Sheet (BDS)

Section III : Eligible Countries

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# SECTION I : INSTRUCTION TO BIDDERS

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## A. GENERAL

### 1. PURPOSE OF THE TENDER

This document is a Tender brief and has been prepared to provide information to assist prospective Tenderers in the preparation and submission of proposals for Tender title: TCIL/58/002/PAP/TM/2011/ICB/1

### 2. DEFINITIONS

- (a) **"Agency"** means the Client in Ethiopia.
- (b) **"Authorized Contact Person"** means the person referred to paragraph General conditions of Tender.
- (c) **"MDG"**- Millennium Development Goal – is the source of Fund
- (d) **"Closing Date and Time"** means the date and time stated in this RFT after which a Tender may not be accepted.
- (c) **"Collusive practice"** means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial and non competitive levels.  
**"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.
- (d) **"Conditions"** means the conditions contained in the General Conditions of Tender, Tender specifications and the condition of contract.
- (e) **"Contract"** means the agreement between the Purchaser and the Supplier.
- (f) **"Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- (g) **"Corrupt Practice"** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of public official in the procurement process or in contract execution.
- (h) **"Day"** means Calendar day.

- (i) "**Effective Date**" means the date on which this contract becomes effective pursuant to GCC Clause.
- (j) "**Eligible Goods and Services**" means those produced, supplied from eligible source countries as defined and specified in the Bid Data Sheet.
- (k) "**Fraudulent Practice**" means misrepresentation or omission of facts in order to influence a procurement process of the execution of a contract.
- (l) "**GCC**" mean the General Conditions of Contract contained in this section.
- (m) "**Goods**" means all of the pharmaceuticals including medical instruments and medical supplies that the Supplier is required to supply to the Purchaser under the contract.
- (n) "**Notification of Acceptance**" means the formal document provided by the Purchaser to the successful Tender informing it of its success, and may state that a formal contract is being drafted.
- (o) "**Opening Date and Time**" means the date and time stated in this RFT which may be opened after the closing date and time.
- (p) "**Purchaser**" means the organization purchasing the Goods, as named in the SCC.
- (q) "**Purchaser's Country**" means the country named in the SCC.
- (r) "**Purchaser's Authorized Officer**" means person or persons, authorized by the Purchaser to undertake duties in connection with contracts entered into between the Purchaser and the Supplier.
- (s) "**Request For Tender (RFT)**" means all sections of this document that defines the Goods that the Purchaser required Bidders to supply.
- (t) "**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/Supplier's country in accordance with the applicable law.
- (u) "**SCC**" means special conditions of contract.
- (v) "**Supplier**" means the person or company or organization, whose Bid to perform the contract has been accepted by the Purchaser and is named as such in the contract agreement.

(w) "**Special Condition**" means any contract standing offer, Purchase order or similar supply agreement for the supply of Goods to the Contract Authority by the Purchaser.

(x) "**Tender**" means the Tenderer's response to an 'RFT' lodged in accordance with directions contained in the 'RFT'.

(y) "**Tenderer**" means a person, company or organization that responds in this request for Tender or who offers to supply goods which are subject to this contract.

(z) "**Tender/Bid/price Validity Period**" means the period for which a tender submission will remain valid after the "closing date and time".

### **3. OVERVIEW**

- (1) This Request For Tender (RFT) is for provision or supply of equipments to the purchaser.
- (2) The specifications or statement of requirement contained within this RFT describes in detail the equipments required.

#### **4. TIMETABLE**

The following is an indicative timetable in relation to the procurement process. The Purchaser will attempt to maintain this schedule, but reserves the right to vary key dates where necessary.

<b>Ser No.</b>	<b>Item</b>	<b>Date</b>
1	Tender Issue Date	
2	Last Date For Inquiries	
3	Tender Closing Date	April 01, 2011 , 2:00PM
4	Tender Opening Date	April 01, 2011 , 2:30PM
5	Completion of Tender Evaluation	
6	Completion of Approval Process	
7	Notification of Award	
8	Contract Commencement Date	
9	Letter of Credit opening	

#### **5. INFORMATION**

- (1) The information contained in this RFT is provided to assist you to prepare a Tender response.
- (2) All information provided in this RFT is provided in good faith. None of the information is guaranteed. It is your responsibility to interpret and assess the relevance of the information where any of this information comprises a list, schedule, report or interpretation based on other information. You should not assume the accuracy of the information, but to the extent possible, verify the source information independently.

## **6. AUTHORIZED CONTACT PERSON**

(1) The only persons authorized to communicate with Tenderers is the Authorized contact person. Tenderers may not rely on communications with any other person. The authorized contact persons are:

Mr

Title/Unit

Address:

### **ETHIOPIA**

(1) Tenderers must note that, unless authorized in advance and in writing by the authorized contact person, they are not permitted to make contact with the purchaser or its staff in preparing a response to this Tender. Unauthorized communication with the contract Authority's staff, (whether or not in writing) may lead to disqualification of Tenderers from the tender.

## **B - THE BIDDING DOCUMENTS**

### **7. Content of Bidding Documents**

1. The Bidding documents consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 10.

#### **PART 1 - BIDDING PROCEDURES**

- (a) Section I. - Instructions to Bidders (ITB)
- (b) Section II. - Bidding Data Sheet (BDS)
- (c) Section III. - Eligible Countries
- (d) Section IV - Technical Specification
- (e) Section V - Bidding forms

#### **PART 2 - SUPPLY REQUIREMENTS**

Section VI. Schedule Requirements

#### **PART 3 - CONTRACT**

- (a) Section VII. General Conditions of Contract (GCC)
- (b) Section VIII. Special Conditions of Contract (SCC)

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 clause seven (7) sub clause one (1) above said Bidding Documents will take precedence.

## **8. COST OF BIDDING**

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.

## **9. CLARIFICATION OF BIDDING DOCUMENTS**

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,) at the Purchaser's address indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification received based on tender types no later than Three (3) calendar days for Restricted Tender and Seven (7) days for Open Tender 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.

## **10. AMENDMENT OF BIDDING DOCUMENTS**

- (1) At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
- (2) Any addendum issued shall be part of the Bidding Documents pursuant to ITB clause seven (7) sub clause one (1) and shall be communicated in writing to all clause seven and clause 1 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.

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

## **C. PREPARATION OF BIDS**

### **11. LANGUAGE OF BID**

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 (BDS). 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 the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### **12. DOCUMENTS CONSTITUTING THE BID**

The bid submitted by the Bidder must comprise the following:

- (a) dully filled-in signed and stamped form of the bid and price schedule, in accordance with the forms indicated in section V.
- (b) original form of bid security in accordance with the provision of ITB clause 19.
- (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 clause 17 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 specified in the Bid Data sheet.

- (f) documentary evidence establishing to the purchaser's satisfaction, and in accordance with ITB that the Goods and ancillary services to be supplied by the bidder are eligible Goods and services, as defined and specified in the Bid Data sheet and that they confirm to the bidding documents.
- (g) documentary evidence establishing to the purchaser's satisfaction, and in accordance with ITB clause 17 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 clause 17 sub clause (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.

### **13. BID SUBMISSION FORM AND PRICE SCHEDULE**

- (1) The bidder must use the bid submission form and price schedule indicated in the bidding document section V and complete
  - a- All the fields of the bid form including commission or gratitude paid or to be paid to the agent. (Name and address of the agent, amount and currency and purpose of commission or gratitude )
  - b- Sign with authorized person and stamp the bid submission form.
  - c- sign and stamp 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.
  - d- Failure to fulfill required parameters in 13.1 (a), (b), (c) will result in the rejection of the Bid.
- (3) To facilitate granting a margin of domestic preference 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.

## 14. BID PRICES

- (1) Prices must be quoted as specified in each Price Schedule included in Section V, 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.
- (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).
- (3) The terms EXW, FOB, C+F (CFR), etc., shall be governed by the rules prescribed in the current edition of Incoterms published by the international Chamber of Commerce, Paris.

- (4) The Bidder's separation of price components in accordance with ITB Clause 14 sub clause 2 will be solely for the purpose of facilitating the comparison of the bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- (5) Unless otherwise specified in the Bid Data Sheet, price quoted by the bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.
- (6) Pursuant to clause 14 sub clause 1, 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.

## **15. CURRENCIES OF BIDS**

Prices shall be quoted in the following currencies.

- (1) The bidder may express the bid price for pharmaceuticals to be supplied from outside the purchaser's country in US Dollar, Euro or any other internationally convertible currency.
- (2) Unless otherwise specified in the BDS, the Bidder shall express its prices for such Goods to be supplied from within the purchaser's country in Ethiopian Birr.

## **16. ELIGIBILITY OF GOODS AND CONFORMITY OF THE BIDDER DOCUMENT**

- (1) Pursuant to ITB clause 12, the Bidder shall furnish, as part of its Bid, documents establishing to the Purchaser's satisfaction the eligibility of the Goods and Service to be supplied under the contract.

- (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.
- (3) The documentary evidence of conformity of the Goods and Service to the Bidding Documents may be in the form of literature 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 deviation and exceptions to the provisions of technical specifications
  - (c) any other procurement specific documentation requirement as stated in the Bid Data Sheet.

- 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,
  - (c) 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**.

## **17. QUALIFICATIONS OF THE BIDDER**

The Bidder shall provide documentary evidence to establish to 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 obligation prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) The Bidder meets the qualification criteria listed in the **Bid Data Sheet**.

## **18. BID VALIDITY PERIOD**

- (1) Bids shall remain valid for the period 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.
- (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 shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. Except as provided in ITB Clause 19 sub clause 7, 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.

## 19. BID SECURITY

- (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.
- (2) The Bid Security shall remain valid for a period of Ten (10) days beyond the validity period for the bid, and beyond any extension subsequently requested under clause 18 sub clause 2.
- (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 Ethiopia. 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.
- (4) Any bid not accompanied by an acceptable bid security shall be rejected by the purchaser as non-responsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.
- (5) The bid securities of unsuccessful bidders will be returned as promptly as possible. (as the contract signed)
- (6) The bid security of the successful bidder will be returned when the bidder has signed the contract and furnished the required performance security.
- (7) The bid security may be forfeited
  - (a) if the bidder withdraws its bid, except as provided in ITB Sib-Clauses 18 sub clause 2 and clause 25 sub clause 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**

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

## **21. FORMAT AND SIGNING OF BID**

- (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.
- (2) The original and all copies of the bid, each consisting of the documents listed in ITB clause 12, 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 clause 12 sub clause (d) shall accompany the bid.
- (3) Any interlineations, erasures, or overwriting to correct errors made by the bidder should be initiated by the person or persons signing in the bid.
- (4) The bidder shall furnish in the Bid Form (a sample of which is provided in the sample forms selection of the bidding documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to execution of the contract if the bidder is awarded the contract.

## **D. SUBMISSION AND OPENING OF BIDS**

### **22. SEALING AND MARKING OF BIDS**

- (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 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**.
- (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 clause 23 sub clause 1.
- (3) If the outer envelope is not sealed and marked as required by ITB clause 22 sub clause 2, the purchaser will assume no responsibility for the misplacement of premature opening of the bid.

## **23. DEADLINE FOR SUBMISSION OF BIDS**

- (1) Bids must be received by the purchaser at the address specified in the **Bid Data Sheet** relating to ITB clause 22 sub clause 2(b) no later than the time and date specified in the **Bid Data Sheet**.
- (2) The purchaser may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB clause 10 sub clause 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**

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

- (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.
- (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 clause 22 sub clause 2 and 3.
- (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 (contact 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.

- (4) Bids requested to be withdrawn in accordance with ITB clause 25 sub clause 3, shall be returned unopened to the bidders.
- (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 clause 19 sub clause 7.

## **26. BID OPENING**

- (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. Bidders' representatives shall sign a register as proof of their attendance.
- (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.
- (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 Clause 24.
- (4) Bids (and modifications sent pursuant to ITB clause 25 sub clause 2 that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

- (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.
- (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.

## **E. EVALUATION AND COMPARISON OF BIDS**

### **27. CONFIDENTIALITY**

- (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.
- (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.
- (3) From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

### **28. CLARIFICATION OF BIDS**

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 clause 30 sub clause 3.

## **29. RESPONSIVENESS OF BIDS**

- (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.
- (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.
- (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 confirms to all the terms, conditions, and specifications of the Bidding documents without material deviations, exceptions, objections, conditionality, 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 rights or the successful Bidder's 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.
- (4) If a bid is not substantially responsive, it will be rejected by the Purchaser and my 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. NONCONFORMITIES, ERORS & OMISSIONS**

- (1) Provided that a Bid is substantially responsive, the purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- (2) Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- (3) Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
  - (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. If a Bidder does not accept the correction of errors, its bid will be rejected.
- (3) If the bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.

### **31. PRELIMINARY EXAMINATION OF BIDS**

- (1) The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 32 have been provided, and to determine the completeness of each document submitted.

- (2) The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- a) Bid Submission Form including ITB clause 13.
    - Bid form with all fields requested fully completed, signed and stamped.
    - A brief description of the goods offered
    - The price of the Bid
    - The period of validity of the bid
  - b) Price Schedules, in accordance with ITB clause 13.
  - c) Written confirmation of authorization to commit Bidder, and Technical evaluation.
  - d) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 19, if applicable.
  - e) Bidders must meet the delivery time indicated in the delivery schedule. Failure to do so will result in the rejection of the bid.

### **32. EXAMINATION OF TERMS AND CONDITIONS**

- (1) The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the bidder without any material deviation or reservation.
- (2) The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 29, to confirm that all requirements specified in Section, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- (3) If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, it shall reject the Bid.

### **33. CONVERSION TO SINGLE CURRENCY**

For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency

specified in the BDS, using the selling exchange rates issued by the National Bank of Ethiopia on the Bid Opening Date.

### **34. DOMESTIC PREFERENCE**

- (1) If indicated in the **Bid Data Sheet** and for the purpose of bid comparison, the Purchaser will grant a 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 .
- (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.
- (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 form Group A or Group B being the lowest, it will be selected for Contract award.
- (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 such amount or percent (which will be decided by relevant Authority).

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 .

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 clause 34 sub clause 3 above, will be selected for award.

### **35. EVALUATION AND COMPARISON OF BIDS**

- (1) The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 29.
- (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 Purchasers 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.
- (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.
- (4) The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 14 sub clause 2, one or more of the following factors as specified in the BDS, and quantified in ITB clause 35 sub clause 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.

(5) For factors retained in the **Bid Data Sheet** pursuant to ITB clause 35 sub clause 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 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 non responsive. 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 Goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule or 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 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 stipulates 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 outline 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 method shall be detailed in the **Bid Data Sheet** and/or in the Technical Specifications.

## **36. POST QUALIFICATION OF THE BIDDER**

(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 criteria listed in ITB Clause 17 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 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.

- (2) The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB clause 17, as well as other information the Purchase deems necessary and appropriate.
- (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.

## **37. RESERVATION OF RIGHTS**

1. The Purchaser reserves the right to accept or reject any bid particularly or fully 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.
2. The purchaser reserves the right at the time of contract award to increase or decrease up to 30% the Quantity of Goods specified in the Tender document without any change in price or other terms and conditions.

## **F. AWARD OF CONTRACTS**

### **38. AWARD CRITERIA**

Pursuant to ITB clause 34, 35 and 38, the Purchaser shall award the contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to fulfill the preliminary evaluation, fulfill the technical specification and to be lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily, pursuant to ITB Clause 36.

### **39. NOTIFICATION OF AWARD**

- (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.

(2) The notification of award will constitute the formation of the Contract.

(3) Upon the successful Bidder's furnishing of the signed Contract Form and Performance security pursuant to ITB Clause 41, the Purchaser will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 19.

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

#### **40. SIGNING OF CONTRACT**

(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.

(2) Within Ten (10) days of the receipt of the contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

#### **41. PERFORMANCE SECURITY**

(1) Within Ten (10) 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.

(2) Failure of the successful Bidder to comply with the requirement of ITB Clause 41 or ITB sub clause 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**

<b>Instruction to bidder reference</b>	<b>Data relevant to ITB</b>
ITB1.1	Name of Purchaser: Client in Ethiopia.  Name of authorized Purchasing Agent: <i>Client in Ethiopia</i>  Type of goods: <b>Emergency Triage Equipments</b>  Name and identification number of the Contract:
ITB2.1	Name of the Finance source: MDG  Amount of finance: Name of project/Purchase:
ITB5.1	Applicable edition of the Guidelines: <i>Procurement guideline of _____</i> :
ITB16.3(c)	Documentation requirements for eligibility of Goods. In addition to the documents stated in ITB clause 16 sub clause 2 and 16 sub clause (a) and (b), the following documents should be included with the Bid: <b><i>The medical Equipments /supplies captioned in this tender should be registered by FMHACA Of _____ of Ethiopia and/or A valid quality system certificate issued by a recognized certifying authority (e.g. ISO, DIN, TUV, BSI, etc.) should be submitted. and the certificate of registration should be furnish as part of the bid. Failure to do so will result in the rejection of the Bid</i></b>
ITB 6.4	If the product is under registration process in Ethiopia. The bidder should Submit Documentary evidence from drug Administration and control Authority of Ethiopia.. Otherwise, GMP and FSC certificate issued by authorized body in the country of origin should be furnished as part of the bid
ITB 16.4(b)	By the time of Contract signing, the successful Bidder shall have complied with the following documentary requirements in order to register the Goods to be supplied under the Contract: <b><i>Documents required by _____ of Ethiopia</i></b>

ITB 17(a)

Qualification requirements for Bidders are:

- 1- The bidder must provide evidence that the Medical equipments offered has either interim or full approval by Standard or control authorities
- 2- Bidders must provide samples for ambubags, nasal prongs, Oropharyngeal airways.
- 3- Bidders must provide installation, training, after sales service, this must be confirmed with a separate letter along with the quotation. If the local agent is to provide installation, training and after sales service, the agent must have authorization from primary manufacturer to provide the above indicated after sales services. Failure to do so will result in the rejection of the bid.
- 4- Only original catalogues with detailed specification are accepted. The model described in the quotation must be similar to the model described with the attached catalogue and the manual attached. Any mismatch will result in the rejection of the bid.
- 5- Bidders must provide list of important spare parts and accessories with their part number and costing along with the quotation. Failure to do so will result in the rejection of the bid.
- 6- Moreover bidders must submit user manual, installation manual and/or maintenance manual in hard copy and/or Soft Copy.
- 7- The following documents must be included with the bid
  - (i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce,(using ingredients supplied by primary manufacturers) that the Bidder:
    - (a) is incorporated in the country of manufacturer of the Goods;
    - (b) has been licensed by the regulatory authority in the country of manufacturer to supply the Goods.
  - (ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, that the Bidder has been duly authorized by a manufacturer of the Goods that meets the Criteria under
    - (i)above the supply the Goods in the Purchaser's country; and
- 3- The Bidder shall also submit the following additional information:
  - (a) a statement of installed manufacturing capacity;
  - (b) copies of its audited financial statements for the past three fiscal

years;

(c) details of on-site quality control laboratory facilities and services and range of tests conducted;

(d) List of major supply contracts conducted within the last five years.

4- The Bidder shall have successfully completed or substantially completed three (3) similar contracts for the supply of similar goods within the last five (5) years. Similar contracts are those of approximately the same size and that includes comparable products, e.g., medical equipments and distribution services (if applicable).

The amount of Annual Sales Value required should be at least five(5) times the estimated contract value during the last five(5) years.

Bidders(and/or the Manufacturer of the goods) should have manufactured and marketed similar goods subject of bidding for at least five(5) years.

Bidders must provide names of countries to which the Bidder has supplied (including packaged, transported and distributed ) products within the past three (3) years

## B. THE BIDDING DOCUMENTS

ITB 9

For clarification purpose Purchaser's / duly authorized Purchasing Agent's address:

Attention: \_\_\_\_\_

Address: **Sub City:** \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_

Country: *Ethiopia*

Telephone:

Facsimile number:

## C. PREPARATION OF BIDS

ITB11	The language of the bid is: English
ITB12(h)	In addition to the documents stated in Paragraphs of ITB Sub-clause 14.1 (a) through (h), the following documents must be included with the Bid : Detailed technical Specification of the items bided for. [Sample clause] Bidders who are not manufacturers should submit letter of authorization from the primary manufacturer along with their quotation indicating the tender number and as per the format indicated section V – format 8( manufacturer authorization ). The manufacturer authorization must be signed and stamped. Failure to do so will result in the rejection of the bid.
ITB 14.2(b)(i)(ii) and(c)(iii)	Place of Destination: _____ Warehouse, Addis Ababa.
ITB14.2(a)(iii);(b)(ii)and(c)(v)	“Final destination/site”: _____ warehouse, Addis Ababa.
ITB14.2(b)(iii)	In addition to the FOB price specified in ITB 16.2(b)(i) the price of the medical supplies manufactured outside Ethiopia shall be quoted: [ <b>FOB, C+F sea port of Djibouti, C+F air Addis Ababa Bole Air port</b> ]
ITB14.5	Prices quoted by the Bidder shall be fixed.
ITB14.6	Bids are being invited for : <i>the list of Items [ Item Base evaluation]</i>
ITB15(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 Ethiopian Birr.
ITB18.1	The bid validity period shall be 120 days after the deadline for bid submission.
ITB19.1	Bid shall include a Bid Security (issued by bank or surety) included in Section V Sample Forms; the amount of bid security required is: Not less than 2% of the bid amount and shall be valid for 30 days beyond the validity date of the bid.
ITB20	Alternative bids <b>will not</b> be accepted
ITB21.1	In addition to the original of the bid, the number of copies required is: <b>Three (3)</b>

## D. SUBMISSION OF BIDS

ITB22.1	<b><i>Bidders shall not have the option of submitting their bids electronically.</i></b>
ITB22.2(b)	<p>For bid submission Purposes only, the procuring Entity's address is:</p> <p>Attention: _____</p> <p>Address: <b>Sub City:</b> _____</p> <p>_____</p> <p><b>Room No.:</b></p> <p>City: _____</p> <p>P.O.Box:</p> <p>Country: <b><i>Ethiopia</i></b></p> <p>Telephone: _____</p> <p>Facsimile number:</p> <p>Electronic mail address _____</p> <p>The Deadline for bid submission is: April 01,2011.2:00PM Local time</p>
ITB22.2(c)	<p>The Invitation for Bids title and number are: _____</p> <p>Note: The Purchaser should establish a clear and recognizable numbering system for its Contracts. Failure to do so typically results in misunderstandings in routine communications, review delays, and inadequate monitoring of overall project progress.</p>
ITB23.1	See the above data for ITB Sub-Clause 22.2(b) for the purchaser address and deadline for bid submission.
ITB24	See the above data for ITB Sub-Clause 22.2(b) for the deadline for bid submission.
ITB25.2(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.
ITB25.3(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

TB26.1

Time, date, and place for bid opening are:  
 Street Address: **Sub City:** \_\_\_\_\_  
 \_\_\_\_\_  
 Room number: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Country: ***Ethiopia***

	Date: April 01 ,2011 Time: 2:30 <i>P.M Local time</i>
ITB33	The currency chosen for the purpose of converting to a common currency is <b><i>Ethiopian Birr.</i></b> To facilitate evaluation and comparison, the purchaser will convert all bid prices expressed in the amounts in the various currencies in which bid price is paid to the local currency of the purchaser's country at the exchange rate published by the <b><i>commercial Bank of Ethiopia</i></b> applicable to similar transaction on the day the bid is opened.
ITB35.4(c)	The evaluation will take into account I) delivery schedule offered in the bid: <i>N/A</i> Deviation in payment schedule from that specified in the special condition of contract: <i>N/A</i>
ITB35.5	The factors retained pursuant to ITB Sub-Clause 32.4 and the quantification methods are: <i>N/A</i>
ITB35.5(a)(i)(ii) &(iii)	<b>Delivery schedule: <i>there are no parameters</i></b> The adjustment per week for delivery delays beyond the time specified in the Schedule of Requirements is <b><i>0.5%</i></b> . <i>N/A</i>
ITB35.2(b)(ii)	The Purchaser <b>will not</b> accept deviations in the payment schedule in the SCC.
ITB35.5(c)	Evaluation criteria for items include :preliminary Evaluation, Technical Evaluation and Financial Evaluation Bidders may bid for any one or more items. Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.
ITB34.1	A margin of 25% domestic preference will apply.

## F. AWARD OF CONTRACT

ITB36.1	Post qualification:  a) Experience and Technical Capacity: Having successfully completed a minimum of two contracts each of similar nature and size within the last five years.  (b)Financial Capability: A minimum average annual turnover of two times the bid price offered, over the last five years
ITB37.2	Percentage for increase or decrease of quantity of the items originally specified: < <b>30%</b>

**G.ADDITIONAL CLAUSES (for Pharmaceuticals, Medical Supplies & Instruments)**

- ITB | The Goods offered should meet the Technical Specification.
- ITB | Documentary evidence of the Bidder’s qualifications to perform the Contract if its bid is accepted:
  - (a) has a Good Distribution Practice (GDP) Certificate where appropriate.The Bidder will submit the following additional information:
  - (a) List of medical equipments being manufactured by the Bidder with product registration/license number and date.
  - (b) A Certificate of the Product as recommended by the standard or control authority for the item offered.
  - (c) In case of trade house; supplier should have the manufacturer authorization for supply of its products

**SECTION III : ELIGIBLE COUNTRIES**

**Eligibility for the Provision of Goods in \_\_\_\_\_-Financed Procurement**

1. In accordance with \_\_\_\_ procurement Guideline: \_\_\_\_ permits firms and individuals from all countries to offer goods, works and services in its tender. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:
  - (a) (i): as a matter of law or official regulation, the Ethiopian government prohibits commercial relations with that Country
  - (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 Ethiopian government prohibits any import of goods from that Country or any payments to persons or entities in that Country.
2. For the information bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:
  - (a) With reference to paragraph 1.8 (a) (i) of the Guidelines:  
\_\_\_\_\_  
\_\_\_\_\_
  - (b) With reference to paragraph 1.8 (a) (ii) of the Guidelines:  
\_\_\_\_\_  
\_\_\_\_\_

# **SECTION IV : TECHNICAL SPECIFICATIONS**

**DESCRIPTION :**

<b>Sr. No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Bid Security</b>	<b>Delivery Period</b>	<b>Final Destination</b>
1	Items as indicated in the technical specification	As indicated in the technical specification	As indicated in the technical specification	A bid security of at least 2% of bid price is required	Within 60 - 75 days from date of operative L/C	Addis Ababa

# Technical Specifications

## Emergency Triage Equipments

Item.No	List of Items	Unit	Quantity
1	<p>Oxygen concentrator: Technical Specifications:</p> <ul style="list-style-type: none"> <li>- Oxygen concentrator to provide oxygen from ambient air</li> <li>- Oxygen concentration measured at the flow meter by oxygen sensing device (OSD)</li> <li>- Operation noise: <math>\leq 49\text{dB(A)}</math></li> <li>- Superior grade of molecular sieve</li> <li>- Maintenance free rotary proppet valve.</li> <li>- Oxygen purity, approx: <math>&gt; 90\%</math></li> <li>- Oxygen output, approx: 0 - 5 LPM</li> <li>- Pressure, approx: 8 psi</li> <li>- Double outlet or flowsplitter for oxygen Delivery</li> <li>- Oxygen tube of 2 m length must be provided with Facility for nebulization with tube &amp; mask</li> <li>- With two humidifier bottles and two cabinet filters</li> <li>- Power requirements: 220 V / 50 Hz</li> </ul> <p>Supplied with:</p> <ul style="list-style-type: none"> <li>- 1 x spare set of tubing</li> <li>- 1 x spare set of internal and external filters (bacterial)</li> <li>- 1 x spare set of fuses</li> <li>- User manual with trouble shooting guidance, in English</li> <li>- Technical manual with maintenance and first line technical intervention instructions, in English</li> <li>- List of priced accessories</li> <li>- List of priced spare parts</li> <li>- The supplier must provide Training and installation at end-user site,this must be confirmed with a letter along with the quotation.</li> </ul>	Each	1000
2	<p>Pulse Oximeter:</p> <p>Description of Function</p> <ul style="list-style-type: none"> <li>- A pulse oximeter is a medical device that indirectly measures the amount of oxygen in a patient's blood (as opposed to measuring oxygen saturation directly through a blood sample) and changes in blood volume in the skin, producing a photoplethysmograph</li> </ul> <p>Operational Requirements</p>	Each	500

- Suitable for all types of Patient range: Adult, pediatric, infant, and/or neonate
- Technical Specifications
  - Display- LCD, Backlight illuminated
  - Parameters and waveform displayed- SPO2, pulse rate, system status, plethysmogram, menus for user settings
  - SPO2 range- 0-100 %
  - Accuracy of SPO2- +3%
  - Pulse rate range should be 0-240 bpm
  - Audiovisual Alarms- High/low SPO2 and pulse rate, sensor off, sensor failure, low battery
  - Alarm override facility
  - Battery back-up operating time 5 hours internal & rechargeable.
- System Configuration Accessories, spares and consumables
  - System as specified
  - Reusable SPO2: Adult SPO2 sensor with cable- two nos. per monitor, Paediatric and Neonate SPO2 sensors- one no. per monitor.
- Environmental factors
  - The unit shall be capable of being stored continuously in ambient temperature of 0 -50 deg C and relative humidity of 15-90%
  - The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90%
- Power Supply
  - Should work on 220-240V AC as well as batteries.
- Mains adaptor to be supplied
- Standards, Safety and Training
  - Should be approved product by standard/control authority
  - Manufacturer/Supplier should have ISO certification for quality standards.
- Documentation
  - User/Technical/Maintenance manuals to be supplied in English.
  - Certificate of calibration and inspection. -The supplier must provide installation , training and after sales service, and this must be confirmed with a separate letter along with the quotation
  - List of important spare parts and accessories with their part number and costing

3	Nebulizer: NEBULISER	Each	500
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### **Description of Function**

Nebulizer is a device used to administer medication to people in forms of a liquid mist to the airways. It is commonly used in treating cystic fibrosis, asthma, and other respiratory diseases

### **Operational Requirements**

#### **Technical Specifications**

- Compact, light weight, low noise
- Durable long life compressor.
- should be able to run uninterruptedly for one hour,
- Max Press= 2.0-2.5 bars
- Should produce particle of size 1-5 micron
- Aluminum cabinet painted with epoxy

powder.

- Piston-type electric aspirator that offers high performance and great durability.
- Protective thermal cut out relay
- Air delivery rate app.15 L/min.
- 24 hours continuous work for hospital use.

Power supply:

- 220-240V 50/60Hz

**Standard and training-** Manufacturer should be ISO certified for quality standards. The certificate must be submitted along with the quotation. **Documentation:** -

Original manufacturer catalogues must be submitted along with the quotation- - User manual, technical manuals (English) must

be submitted.- The supplier must provide installation, training and after sales service.

This must be confirmed with a separate letter along with the quotation. - List of important

spare parts with their part

number and costing must be submitted along with the quotation.

4	Ambubag/Neonatal, infant and child ; a set of three ambubags/ with POP OFF valve, Silicon Mask, Oxygen Reservoir Valve, Oxygen Reservoir Bag, <u>Oxygen tubing 2 meters</u>	set	750
5	Oropharyngeal airways set consisting of neonatal, pediatrics, child, adolescent, adult, large adult: transparent, colourless, autoclavable, The distal end (i.e. the pharyngeal extremity) is curved, The proximal end (i.e. the buccal extremity) is straight and reinforced, Protective packaging: carton; Each carton to be clearly marked with the name and characteristics of the article and number of units per carton. 4pc Neonatal            38-48        mm 4pc Pediatric            53 - 55        mm 4pc Child                62 - 69        mm 4pc Adolescent        67 - 86        mm 4pc Adult                82 - 96        mm 4pc Large adult        99 - 120       mm	Each	7500
6	Nasal prongs: Nasal Prongs: - Soft , pliable and gentle on the baby's nares - Anatomically curved for a comfortable fit - Septum cut-away helps prevent septum necrosis	Each	7500

Sr.No	Item	Diameter of nares	quantity
1	Nasal Prong	3mm	4
2	Nasal Prong	4mm	4
3	Nasal Prong	5mm	4
4	Nasal Prong	6mm	4

7	Flow splitters, four way, 2 LPM capacity in 1/8 LPM increments	Each	750
8	Glucometer: digital, ergonomic design , 4 customizable test reminders , memory with 7-, 14- and 30-day averaging , miniumus 2,000-test battery life , <u>with strips ( 50 strips)</u>	Each	1000

9	Mannequin / 1 infant & 1 child as a set /	Each	50

## **SECTION V : BIDDING FORMS**

## **NOTES TO BIDDERS ON THE PREPARATION OF BIDDING 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 9.

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.

## BIDDING FORMS

<b>1. Bid Submission Form .....</b>	<b>44</b>
<b>2. Price Schedule for pharmaceuticals manufactured outside the Country to be imported .....</b>	<b>46</b>
<b>3. Price Schedule for Domestic pharmaceuticals manufactured within the Purchaser's Country .....</b>	<b>48</b>
<b>4. Price Schedule for pharmaceuticals manufactured outside the Country, Already imported .....</b>	<b>49</b>
<b>5. Bid Security Form (Bank Guarantee) .....</b>	<b>50</b>
<b>6. Bid Security (Bid Bond) .....</b>	<b>51</b>
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<b>12. Specimen Certificate of a Pharmaceutical Product .....</b>	<b>58</b>

# 1. Bid Submission Form

Date: [ insert: *date of bid* ]

“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 : *Total FOB quotation*]

(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 <u>Gratuity</u>
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(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* ]

[ *bidder Stamp* ]

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

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 FOB price	Total C+F Sea Djibouti price	Total C+F Air Addis Ababa price	Shipment weight and volume	Name of manufacturer	Ctry. of origin	Pharmaceutical standard
						[a] Unit price FOB port of loading	[b] C+F Sea Djibouti	[c] C+F Air Addis Ababa							

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

Signed:

Dated:

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

*[bidder Stamp]*

1 Product code	2 Product	3 Strength	4 Dosage form	5 Unit pack size	6 Qty. Offered	7				8 Total Unit price (a+c+d) or (b+c+d)	9 Total price item (6x8)	10 Agent's commission as a % of FOB price included in quoted price	11 Net weight and volume	12 Net of manufacturer	13 City of origin	14 Pharmaceutical standard
						Unit Price										
						[a] Unit price FOB or FCA port or place of loading	[b] CIF at port of entry or CIP named place of destination (specify one)	[c] Inland transp., insurance & other local costs incidental to delivery if specified	[d] Other incidental costs as defined in the SCC							

Total Bid price:  
 Currency: In  
 figures: In words:

Signed: \_\_\_\_\_  
 Dated: \_\_\_\_\_

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

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

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 Ex-factory named place price	Total unit warehouse Addis Ababa price	Total unit other warehouses price	Name of manufacturer	Pharmaceutical standard	Remark
						[a] Ex-factory Ex-warehouse Ex-showroom Off the shelf named place	[b] warehouse Addis Ababa	[c] Other warehouses						

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

Signed:

Dated:

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

*[bidder Stamp]*

## 4. Price Schedule for goods manufactured outside the Country, Already imported

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: Total Bid Price:

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

In figures:

(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.

In words:

Signed and stamped:.....

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.

## 6. Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO.

BY THIS BOND *[insert name of Bidder]* as Principal (hereinafter called “the Principal”), and *[insert name, legal title, and address of surety]*, **authorized to transact business in** *[insert name of country of Purchaser]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Purchaser]* as Obligee (hereinafter called “the Purchaser”) in the sum of *[insert amount of Bond]*<sup>1</sup> *[insert amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Purchaser dated the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, for the construction of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified 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;

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser’s first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Purchaser at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20\_\_\_.

Principal: \_\_\_\_\_  
Corporate Seal (where appropriate)

Surety:

*(Signature)*  
*(Printed name and title)*

*(Signature)*  
*(Printed name and title)*

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Purchaser’s country or the equivalent amount in a freely convertible currency.

## 7. Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated .]*

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

Bid 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**]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[insert **number of months or years**]* starting on *[insert **date**]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert **complete name of person signing the Bid Securing Declaration**]*

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_ *[insert **date of signing**]*

Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

## 8. Manufacturer's Authorization

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

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

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

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

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

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 27 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**]*

*[bidder Stamp]*

## 9. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made

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

BETWEEN

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) 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”

## 10. Performance Security Bank Guarantee

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

**Beneficiary:** \_\_\_\_\_ [*insert: Name and Address of Purchaser*]

**Date:** \_\_\_\_\_

### PERFORMANCE GUARANTEE No.:

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

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

At the request of the Supplier, we [*insert: name of Bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [*insert: amount in figures*] (\_\_\_) [*insert: amount in words*]<sup>2</sup> 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 \_\_\_\_,<sup>3</sup> and any demand for payment under it must be received by us at this office on or before that date.

[*signature(s)*]

<sup>2</sup> 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.

<sup>3</sup> Established in accordance with Clause 20 Sub Clause 4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 33 Sub Clause 4 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."

## 11. Bank Guarantee Form for Advance Payment

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

**Beneficiary:** \_\_\_\_\_ [insert: *Name and Address of Purchaser*]

**Date:** \_\_\_\_\_

### ADVANCE PAYMENT 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, an advance payment in the sum [insert: *amount in figures*] ( \_\_\_\_ ) [insert: *amount in words*] is to be made against an advance payment guarantee.

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*] 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 under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the goods.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account number \_\_\_\_\_ at [insert: *name and address of Bank*].

This guarantee shall expire, at the latest, upon our receipt of copy(ies) of \_\_\_\_\_<sup>4</sup>, or on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_,<sup>5</sup> whichever is earlier. Consequently, any demand for payment under this guarantee 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.

[signature(s)]

<sup>4</sup> Insert documents establishing "delivery" of the goods in accordance with the particular Incoterm selected. (See SCC 11.)

<sup>5</sup> Insert the delivery date stipulated in the original delivery schedule. 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."

## 12. Specimen Certificate of a Product

### Certificate of a Product <sup>1</sup>

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 form of product:

1.1 Active ingredients <sup>2</sup> and amount(s) per unit . <sup>3</sup>

For complete qualitative composition including excipients, see attached. <sup>4</sup>

1.2 Is this product licensed to be placed on the market for use in the exporting country? <sup>5</sup> 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. <sup>6</sup>

2A. 1 Number of product license <sup>7</sup> and date of issue:

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

2A.3 Status of product-license holder:<sup>8</sup> 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 form are:<sup>9</sup>

2A.4 Is Summary Basis of Approval appended?<sup>1 0</sup> yes/no (*key in as appropriate*)

2A.5 Is the attached, officially approved product information complete and consonant with the license?<sup>1 1</sup> yes/no/not provided (*key in as appropriate*)

2A.6 Applicant for certificate, if different from license holder (name and address):<sup>1 2</sup>

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 form are:<sup>9</sup>

2B.3 Why is marketing authorization lacking?

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

2B.4 Remarks:<sup>1 3</sup>

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

yes/no/not applicable <sup>14</sup> (*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?

yes/no/not applicable (*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? <sup>11</sup>

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.

## **SECTION VI : SCHEDULE REQUIREMENTS**

## SCHEDULE REQUIREMENTS

### List of goods and Delivery schedule

Line Item No.	Description	Quantity		Physical Unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date		
						Bidder's offered Delivery date provided by the bidder]	Latest delivery date [to be provided by the bidder]	Earliest delivery Date
1	Items indicated in technical specification	As described in technical Specification			WH Addis Ababa	< 60 days	60 -75 days	
NB								

NB

1. List of goods is shown in Section of this bid documents
2. Counting of Earliest and Latest delivery dates start from date of operative L/C of CAD for foreign bidders and from date of contract signing for local bidders.

*[bidder Stamp]*

# **SECTION VII : GENERAL CONDITIONS OF CONTRACT**

# Contract Agreement

THIS CONTRACT AGREEMENT made the \_\_\_\_ day of \_\_\_\_, year 2011.

## BETWEEN

- (1) The \_\_\_\_\_  
of Ethiopia and having its principal place of Business at Addis Ababa,  
\_\_\_\_\_ Addis Ababa, Ethiopia, hereinafter called "The Purchaser"

## AND

- (2) \_\_\_\_\_, having its principal place of Business at \_\_\_\_\_  
hereinafter called "Supplier" and

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz,  
Procurement of \_\_\_\_\_ hereinafter called "The Contract Price".

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents attached here shall be deemed to form and be read and construed as part of this Contract Agreement, viz.:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The Technical Requirements (including technical specifications)
  - (e) The Bid Submission Sheet and the Price Schedules submitted by the Supplier;
  - (f) The Supplier's Bid and Original price schedule
  - (g) The Purchaser's Notification of Award

3. This contract shall prevail over other contract documents in the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Ethiopia on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed by \_\_\_\_\_

In the capacity of \_\_\_\_\_

For and on behalf of the Supplier

Signed by \_\_\_\_\_

In the capacity of \_\_\_\_\_

**WITNESSES**

**Name**

**Signature**

- 1.
- 2.
- 3.
- 4.

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# GENERAL CONDITIONS OF CONTRACT

## A. GENERAL

### 1. DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings.

- (a) **"Agency"** means the \_\_\_\_\_ Ethiopia, -----  
-----
- (b) **"Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the contract form signed by the parties including all attachment and appendices there to and all documents incorporated by reference of its contractual obligations.
- (c) **"Contract Documents"** means the documents listed in General
- (d) Contract Agreement, including all attachments, appendixes and all documents incorporated by reference therein, and shall include any amendments thereto.
- (e) **"Contract Price"** means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- (f) **"Day"** means Calendar day.
- (g) **"Defective Goods"** means any goods which are found to contain defects or imperfections or any non-compliance with the specification at any time prior to the expiry of the warranty period which applies to those goods.
- (h) **"Effective Date"** means the date on which this contract becomes pursuant to GCC Clause 17.
- (i) **"Eligible Country"** means the countries and territories eligible for participation in procurements financed by the Purchaser or Purchaser's partners.
- (j) **"End User"** means the organization(s) where the goods will be used as named in the SCC.
- (k) **"GCC"** means the General Conditions of Contract contained in this section.

- (l) **"Goods"** means all of the Pharmaceuticals including medical supplies and medical equipments that the supplier is required to supply to the Purchaser under the contract.
- (m) **"Government"** means the Government of the \_\_\_\_\_ of Ethiopia.
- (n) **"Party"** means the Purchaser or Supplier as the case may be, and **"Parties"** means both of them.
- (o) **"The Purchaser"** means the organization purchasing the goods and related services specified as in the SCC.
- (p) **"The Purchaser's Country"** means the country specified in the special conditions of contract (SCC) in the SCC.
- (q) **"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.
- (r) **"Special Condition of Contract (SCC)"** means the conditions attached to the contract agreement, which shall govern the contract and shall prevail over these general conditions of contract.
- (s) **"Service"** means those services necessary to the supply of the goods, such as transportation and Insurance, and any other incidental services, such as provision of technical assistance, training and such obligations of the supplier covered under the contract.
- (t) **"Site"** means the place or places named in the Special Conditions of Contract.
- (u) **"Supplier"** means the individual or firm supplying the goods and services under this contract, as named in the Contract Agreement.
- (v) **"Specifications"** means the specifications for the items listed in the relevant special conditions as changed (if at all) by the purchaser when placing an order.
- (w) **"Request For Tender (RFT)"** means the partner document to this contract agreement document that defined the goods that the Purchaser required Tenderers to supply.

## 2. APPLICATION

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

## 3. CORRUPT PRACTICES

1. The Purchaser and the Supplier are required to observe the highest standard of ethics during the procurement and execution of such contracts. All parties to this agreement are forbidden from doing the following.
  - a. **"Corrupt Practice"** which 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.
  - b. **"Fraudulent Practice"** which means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
  - c. **"Collusive Practices"** which means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish prices at artificial, noncompetitive levels; and
  - d. **"Coercive Practices"** which means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
2. Suppliers are supposed to report any reasonably held suspicion of fraudulent activity against the Purchaser, arising out of or connected with this contract, to the Purchaser.
3. The Purchaser may terminate a contract if at any time determines that corrupt, fraudulent, collusive or coercive practices were engaged in by representatives of the Purchaser or of a Supplier, during the procurement or the execution of that contract.

#### **4. CONTRACT DOCUMENTS**

1. The contract Agreement shall be read as a whole to be correlative, complementary, and mutually explanatory.
2. No amendment, modification or other variation of the contract shall be valid unless a modification of contract is made in writing, is dated, expressly refers to the contract, and is signed by a duly authorized representative of each party thereto.
3. If any provision or condition of the contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the contract.
4. Any action required or permitted to be taken, and any document required or permitted to be executed, under the contract by the purchaser or the supplier may be taken or executed by the authorized representatives specified in the SCC.
5. The contract constitutes the entire agreement between the purchaser and the supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of contract. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

#### **5. APPLICABLE LAW**

The contract shall be governed by and interpreted in accordance with the Laws of the \_\_\_\_\_ of Ethiopia.

1. The Contract as well as all correspondence and documents relating to the contract exchanged by the supplier and the purchaser, shall be written in the languages specified in the SCC. Supporting documents and printed literature that are part of the contract 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 contract, this translation shall govern.

2. The supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the supplier.

## **6. GOVERNING LANGUAGE**

The contract as well as all correspondences are documents relating to the contract exchanged by the Supplier and the Purchaser shall be written in the English language.

## **7. NOTICES**

1. Any notice, request or consent made pursuant to this contract shall be in writing and shall be deemed to have been made when delivered to an authorized representative of the party at the address specified in the SCC.
2. A notice shall be effective when delivered or on the notices effective date, whichever is later.

## **8. SCOPE OF SUPPLY**

The Good and related services to be supplied shall be as specified in the schedule of requirements.

## **9. LOCATION**

The services shall be performed at such locations as are specified in the Terms of Reference and, where the location of a particular task is not so specified, at such locations, whether in the \_\_\_\_\_ of Ethiopia or elsewhere, as the Purchaser.

## **10. PACKING**

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, sleet, 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.
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. AUTHORIZED REPRESENTATIVES**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the Purchaser or the Supplier may be taken or executed by the authorized representatives specified in the SCC.

## **12. ASSIGNMENTS**

The Supplier shall not assign in whole in part its obligations to a third party except with the Purchaser's written consent.

## **13. TAXES AND DUTIES**

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.
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.

## **14. INSURANCE**

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**.
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.

## **15. CONTRACT PRICE AND CURRENCY**

1. The price quoted by the Supplier shall be firm and shall not vary from the prices quoted in the bids for the period of the contract. The costs of packing, marking protection and similar expenditure shall be included in the price.

2. All expenses such as customs, taxes and bank charges in the Supplier's country shall be borne by the supplier.
3. Any charge not stated in the special conditions as being additional will not be allowed as a charge against any transaction under the special conditions.
4. The currencies in which payments shall be made to the supplier under this contract shall be those in which the bid price is expressed.

## **16. PRICE VARIATION**

1. Prices charges by the Supplier for goods delivered and service 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.
2. Applications for increase in contract rates shall be submitted in writing to the Purchaser along with documentary evidence to justify the variation as far in advance as practicable of the date from which the variation is to be claimed.
3. The Purchaser reserves the right upon receipt of any application to grant or refuse it in whole to grant in its absolute discretion or to suspend or terminate the agreement and purchase from another source without infringement of the agreement whilst the application is being considered.

## **17. EFFECTIVENESS OF CONTRACT**

This contract shall come into effect on the date the contract is signed by both parties or such other later date as may be stated in the special conditions of contract.

## **18. COMMENCEMENT OF SERVICES**

The Supplier shall begin carrying out the services immediately after the date the contract becomes effective or at such other date as may be specified in the SCC.

## **19. TERMINATION OF CONTRACT**

Unless terminated earlier pursuant to Clause 36, this contract shall terminate at the end of such time period after the effective date is specified in the SCC.

## **20. PERFORMANCE SECURITY**

1. The successful bidder shall within fifteen (15) days of notice submit a performance security of 10% of the awarded amount which shall be returned only after the total execution of the contract.
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.
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 the form of acceptable locally certified bank check or local bank guarantee or irrevocable letter of credit issued by a reputable bank in the Purchaser's country or abroad acceptable to the Purchaser.
4. The performance security will be discharged by the Purchaser and returned to the Supplier after 30 days following the date of completion of the Supplier's performance obligations, the contract including any warranty obligations, unless specified otherwise in the SCC.

## **21. CERTIFICATION OF GOODS**

If required under the applicable Law, Goods supplied under the contract shall be registered for use in the purchaser's country.

## **22. COUNTRY OF ORIGIN**

All goods and services supplied under the contract shall have their origin in the countries and territories eligible under the rules of the Purchaser's country, as further elaborate in the SCC.

## **23. STANDARDS**

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.
2. Successful Bidders must provide the Purchaser at the time of delivery of awarded products with;

- (a) a Certificate of Origin for Each Item Issued by Chamber Of Commerce of the Country of Origin.
  - (b) a Certificate of Analysis for Each batch issued by the Manufacturer in English.
  - (c) a Certificate of Analysis provided by the Manufacturer Shall Not Bind the Purchaser as to Its Contents and Every Item Supplied Will be Subject to Further Analysis.
  - (d) Original Chamberized invoice
3. The purchaser has the right to send samples taken from the actual consignment to national competent authority quality control laboratory for quality control test and if the result of the quality control test is below pharmacopoeia standard the bidder shall replace such product(s) free of any cost to the purchaser at destination site in Ethiopia or refund all the expenses incurred.

## **24. PATENT RIGHTS**

The supplier shall at his own expense, defend any suit which may be brought against the purchase for infringement of patent & trade mark right arising from the use of the purchased products in the purchaser's country and shall satisfy the final judgment or decree which may be entered against the purchaser on account of such infringement.

## **25. INSPECTIONS AND TESTS**

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.
- (d) Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 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.

## **26. DELIVERY AND DOCUMENTS**

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 and/or the purchaser order which shall be provided to the winner of the tender.
2. For purposes of the contract, "EXW", "FOB", "FCA", "C+F", "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.

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.

## **27. EXPIRY DATE**

Freshly manufactured Batches should be supplied. Shelf life of each item should be clearly stated on bidders offer and the products. Each product shall have at least 80% of the total shelf life on arrival at port of entry.

## **28. CONTRACT AMENDMENT**

1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.
2. 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 special condition of contracts.
3. A notice shall be effective when delivered or on the notices effective date, which ever is later

## **29. CHANGE ORDERS**

1. The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 7, 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 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, and 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.

### **30. PAYMENT TERMS**

- 1 The method and conditions of payment to be made to the Supplier under this contract shall be specified in the SCC.
2. The Supplier's request(s) for payment shall be made of 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 26, and upon fulfillment of other obligations stipulated in the contact.
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.
4. All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 15.

### **31. TRANSPORTATION**

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.
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.
3. Where the Supplier is required under the Contact to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Site, transport to such place of destination in the Purchaser's and related costs shall be included in the Contract Price.
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.

## **32. INCIDENTAL SERVICES**

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

## **33. WARRANTY**

1. The supplier warrants that the products supplied under this contract are free from all defects & in full conformity with the specifications and/or samples.
2. In cases of defect and non-conformity with samples/specification or both upon notification by purchaser, the supplier shall replace or refund according to general conditions of contract of tender within 60 days of notification at no cost to the Purchaser.
3. 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 the contract.
4. 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. Up on 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.

5. In the event of a dispute by the supplier, a counter analysis will be carried out on the retained samples taken from the consignment 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.
6. If, after being notified that the defect has been confirmed pursuant to GCC, 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.
7. 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, as 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.

#### **34. DELAYS IN THE SUPPLIER'S PERFORMANCE**

1. Delivery of the products shall be made by the supplier in accordance with time schedule specified by the purchaser in its schedule of requirements in the purchase order that will be issued after successful bidders have been declared.

2. Delay by the supplier in the performance of its delivery obligations shall render the supplier liable to forfeiture of its performance security, pay damages, and/or termination of the contract for default.
3. 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.
4. Except as provided under GCC, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

### **35. LIQUIDATE DAMAGES**

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 service 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.

### **36. TERMINATION FOR DEFAULT**

1. If the supplier fails to perform any of its obligation under the contract, the purchaser may with-out prejudice to any other remedy for breach of contract by written notice of default sent to the supplier, terminate the contract in whole or in part.
  - (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser 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. 2. In the  
event of the supplier terminating the contract in whole or in part the purchaser may  
procure products similar to those undelivered, and the supplier shall be liable to the  
purchaser for any excess cost for such similar goods or services; however, the  
supplier shall continue performance of the contract to the extent not terminated.

### **37. FORCE MAJEURE**

1.1.No party shall be responsible for not performing the obligation under this contract  
if it is known to be due to force majeure.  
1.2. For the purpose of this contract force majeure means an event beyond the control  
of the parties and not due to either party's fault or negligence but unforeseeable  
events such as war, revolution, civil commotion, strikes, fires, epidemic,  
quarantine restrictions, freight embargoes and acts of Government in its  
sovereign capacity.  
1.3.The party which is unable to perform its obligations under the contract shall  
within (15) days of occurrence of the Force majeure event, informs the other  
party with documentary evidence. Non-availability of raw materials from  
regular sources shall not be an excuse for the supplier for not performing its  
obligations under this contract:

### **38. TERMINATION FOR INSOLVENCY**

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.

### **39. TERMINATION FOR CONVENIENCE**

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.
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.

### **40. SETTLEMENT OF DISPUTES**

1. Any dispute, controversy or claim arising out of or relating to the contract, shall be settled through bona fida negotiation between the parties here to.
2. 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.
3. 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.
4. Any dispute or difference in respect of which a notice of intention to commence arbitration has been 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.

5. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
6. Notwithstanding any reference to arbitration herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due to suppliers.
7. The number of arbitration body shall be three. Both supplier and purchaser will choose one arbiter each & Chairman will be assigned by Ethiopian chamber of Commerce.
8. The place of arbitration shall be Addis Ababa, Ethiopia.
9. The language used in arbitrate proceedings shall be Amharic.
10. The award of the arbitration shall be final and binding.
11. The arbitration cost will be covered by the loosing party.

## **SPECIAL CONDITIONS OF CONTRACT**

## Special Conditions of Contract

<p>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.</p>	
GCC Clause Reference	1. Definitions (GCC Clause 1)
GCC	The Purchaser is: _____
GCC	The Purchaser's country is: <i>The _____ of Ethiopia.</i>
GCC	The Supplier is: [ insert: <i>name of Supplier</i> ].
GCC	The Site is: _____, <i>Addis Ababa.</i>
GCC	The end user is: <i>Health facilities</i>
2. Application (GCC Clause 2)	
GCC	<i>There are no Special Conditions of Contract applicable to GCC Clause 2.</i>

### 3. Country of Origin (GCC Clause 3)

GCC

### 4. Standards (GCC Clause 4)

GCC | *There are no Special Conditions of Contract applicable to GCC Clause 4.*

### 5. Use of Contract Documents and Information (GCC Clause 5)

GCC | *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 | *The Applicable Law requires registration of the Goods to be supplied under the Contract with the Drugs Administration and Control Authority (DACA) of Ethiopia.*

GCC | The Effective Date of the Contract is: *Date of Contract signing*

GCC | The time period shall be: *30 days*

### 7. Patent Rights (GCC Clause 7)

GCC | *There are no Special Conditions of Contract applicable to GCC Clause 7.*

### 8. Performance Security (GCC Clause 8)

GCC | Performance security shall be for an amount equal to 10% of the quoted total FOB value. *The Currency shall be either in the currency of the offer or its equivalent amount in ETB*

*Acceptable performance Securities are :*

GCC | *Cash Payment order (CPO)*

*Bank Guarantee*

	<ul style="list-style-type: none"> <li>- Irrevocable letter of Credit</li> </ul> <p>Cashier checks and Insurance bonds are not acceptable</p>
<b>9. Inspections and Tests (GCC Clause 9)</b>	
GCC	<p><i>Final inspection and test will be conducted upon arrival at final delivery place (_____ warehouse, in the presence of the suppliers as follows):-</i></p> <ul style="list-style-type: none"> <li>- Pre shipment inspection is not required.</li> <li>- Final inspection and test will be conducted up on arrival at the site (Final Delivery Place) in the presence of the supplier as follows: <ul style="list-style-type: none"> <li>-each package shall be inspected and checked against the packing list provided. Physical count will be done, Damaged or Missing items if any shall be identified.</li> <li>- Items delivered out of the specification indicated in the bid if any shall be identified.</li> </ul> </li> </ul>
<b>10. Packing (GCC Clause 10)</b>	
GCC	<p><i>The packing, marking and documentation within and outside the packages shall be: _____ -, Contract No. , via , Addis Ababa, Ethiopia</i></p>
<b>11. Delivery and Documents (GCC Clause 11)</b>	

***Sample provision (FOB, CFR) For  
Goods supplied from abroad:***

Upon shipment, the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall fax and then send by courier the following documents to the Purchaser.

(i) three originals and two copies of the supplier's invoice, showing Purchaser as \_\_\_\_\_ : the Contract number, Goods description, quantity, unit price, and total amount, Invoices must be signed in original, stamped, or sealed with the company stamp/seal;

GCC

(ii) one original and two copies of the negotiable, clean, on-board bill of lading and showing Purchaser as \_\_\_\_\_ 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, and showing delivery through to final destination as per

the Schedule of Requirements;

(iii) four copies of the packing list identifying contents of each package; (iv) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; (v) one original and one copy of the Supplier's Certificate of Origin covering all items supplied; (vi) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); (vii) any other procurement-specific documents required for delivery/payment purposes.

***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) five originals and two copies of the Supplier's invoice, showing Purchaser,

	<p>the Contract 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 _____ and delivery through to final destination as stated in the Contract; (iii) two copies of the Insurance Certificate, showing the Purchaser as the beneficiary; (iv) five copies of the packing list identifying contents of each package;</p> <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>
<b>12. Insurance (GCC Clause 12)</b>	
	Insurance shall be covered by the purchaser locally.
<b>13. Transportation (GCC Clause 13)</b>	
	<i>There are no Special Conditions of Contract applicable to GCC 13.</i>

<b>14. Incidental Services (GCC Clause 14)</b>	
GCC	<p>Incidental services to be provided are:</p> <p>(a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in the Purchaser’s country that may be required for the Goods. The cost shall be deemed included in the Contract Price.</p> <p>(b) The Supplier shall provide such other services as are stated in the Technical Specifications.</p>
<b>15.Warranty (GCC Clause 15)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 15.</i>
GCC	The period for the replacement of defective goods is: <b>60 days</b> .
<b>16.Payment (GCC Clause 16)</b>	
GCC	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for goods supplied from abroad:</b></p> <p><b>Payment term in order of preference shall be;</b></p> <ul style="list-style-type: none"> <li>- Credit</li> <li>- Direct Acceptance (DA) with days specified</li> <li>- Cash Against Document (CAD)</li> <li>- Letter of credit (L/C)</li> </ul> <p>Payment of local currency portion shall be made in <b><i>Ethiopian Birr (ETB)</i></b> within thirty (30) days of presentation of an invoice (showing Purchaser’s name; the Contract number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p><b>Payment for Goods and Services supplied from within the Purchaser’s country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser’s country shall be made in <b><i>Ethiopian Birr (ETB)</i></b>, in one the following payment terms:</p> <p><b>Payment term in order of priority shall be</b></p>

	<ul style="list-style-type: none"> <li>- credit</li> <li>- cash on delivery</li> </ul>
<b>17.Prices (GCC Clause 17)</b>	
GCC	Prices shall be fixed and firm for the duration of the Contract.
<b>18.Change Orders (GCC Clause 18)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 18.</i>
<b>19.Contract Amendments (GCC Clause 19)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 19.</i>
<b>20.Assignment (GCC Clause 20)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 20.</i>

<b>21. Delays in the Supplier's Performance (GCC Clause 21)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 21.</i>
<b>22. Liquidated Damages (GCC Clause 22)</b>	
GCC	The liquidated damage shall be: <i>0.5% (zero point five percent per week) of the contract price per week.</i> The maximum amount of liquidated damages deduction shall be: <i>10% of the contract price.</i>
<b>23. Termination for Default (GCC Clause 23)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 23.</i>
<b>24. Force Majeure (GCC Clause 24)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 24.</i>
<b>25. Termination for Insolvency (GCC Clause 25)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 25.</i>
<b>26. Termination for Convenience (GCC Clause 26)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 26.</i>
<b>27. Settlement of Disputes (GCC Clause 27)</b>	
GCC	The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows: "Clause 27.2.2 (a) shall be retained in the case of a Contract with a foreign Supplier and Clause 27.2.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country."

	<p><b>(a) Contracts with foreign Supplier:</b> GCC 27.2.2 (a)-Any dispute, controversy, or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.</p> <p><b>(b) Contracts with Supplier national of the Purchaser's country:</b> In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.</p>
<b>28. Limitation of Liability (GCC Clause 28)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 28.</i>
<b>29. Governing Language (GCC Clause 29)</b>	
GCC	The governing language shall be: <i>English</i>
<b>30. Applicable Law (GCC Clause 30)</b>	
GCC	The Contract shall be interpreted in accordance with the laws of the: <i>The _____ of Ethiopia.</i>
<b>31. Notices (GCC Clause 31)</b>	

GCC	<p>For <b>notices</b>, the Purchaser's address shall be:  Attention: _____  _____  _____  _____  Tel: _____  Fax : _____  _____ Addis Ababa, Ethiopia  E-mail: _____  The Supplier's address for notice purposes is:</p>
<b>32. Taxes and Duties (GCC Clause 32)</b>	
GCC	<i>There are no Special Conditions of Contract applicable to GCC 32.</i>
<b>33. Delivery and Documents (GCC Clause 30)</b>	

GCC	<p>For Goods supplied from abroad:</p> <p>(i) The following copy document should be faxed immediately within three days to _____ when consignments is on lading board.</p> <ul style="list-style-type: none"><li>a) Chamberized certificate of origin</li><li>b) Chamberized commercial invoice</li><li>c) Certificate of analysis when applicable</li><li>d) Bill of lading</li><li>e) Packing list</li><li>f) Air way bill</li></ul> <p>All charges born due to improper documentation will be transferred to supplier based on legal receipts.</p>
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## **Section IV:**

### **1 - LIST OF GOODS, QUANTITY, PRICE AND TECHNICAL SPECIFICATION**

<b>Sr. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>

### **2- LIST OF GOODS AND DELIVERY SCHEDULE**

<b>Sr. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Final Destination</b>	<b>Delivery Date</b>
1					
2					