REPUBLIC OF LIBERIA

Ministry of Health
Congo Town Tubman Boulevard
REPUBLIC OF LIBERIA

International Competitive Bidding (ICB)

PROCUREMENT OF GOODS
(Laboratory Supplies)

FUNDING SOURCE:
GOL-COVID-19 BUDGET

Ref: # IFB -MOH/GOL/ICB-001/2022

Issued Date: March 3, 2022

Closing Date: April 28, 2022

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INVITATION FOR BID

REPUBLIC OF LIBERIA

MINISTRY OF HEALTH

Tender for Laboratory Supplies

***(IFB Number: MOH/GOL/ICB/*0 0 1 / 2 0 2 2)**

INTERNATIONAL COMPETITIVE BIDDING

1. Introduction

The Ministry of Health (MOH) through the Incident Management System (**IMS**) has received funding from the Government of Liberia (**GOL**) to support the health system strengthening for fiscal year 2022. The MOH through the IMS intends to apply portion of this fund to the payment under a draw down contract for the hiring of a firm to supply and deliver assorted communication cards to the IMS. The Ministry through the Incident Management System (IMS) now invites sealed bid from eligible and qualified bidders within the Republic of Liberia for the assignment as mentioned below and further described in the bidding documents.

No	Items Description	Specification	Quantity
1.	Laboratory Supplies	See Technical Requirement	Assorted – See Schedule of Requirement

2. Bidders must bid for all items in the bid. The basis for bid evaluation and contract award will be on the basis of **a single contract**.

3. Bidders shall be required to have the following minimum qualifications:
   (a) Supplier's/Company Profile
   (b) Past performance records-including the names and contact details of at least five (5) clients.
   (c) Delivery of the Goods required is 7-15 days after receipt of the notice to proceed.
   (d) Bidders should have completed, within five years from the date of submission and receipt of bids, a contract similar to this package
   (e) Documentary evidence of business legitimacy
   (f) Liberia Medical & Health Regulatory Authority (LMHRA) Certification
   (g) Valid certificate of tax compliance
   (h) Bidding will be conducted through the **National Competitive Bidding (NCB)** procedures specified in the Amended and Restated Public Procurement Act of 2010, and are open to all Eligible Bidders.
4. Interested eligible bidders may obtain further information from the Ministry of Health at the address 10 (a) given below from 09:30 hours to 5:00 PM from Monday to Friday.
5. A complete and detailed set of Bidding Documents in English can be obtained by interested bidders from the link below or from the Ministry of Health Procurement Unit. The Bidding Documents shall be collected from the address at 10 (a) below:
6. Bids shall be collected from the address or link 10(a) below and must be delivered to the address at 10 (b) below at or before **Thursday, *April 28 2022 @ 2:00 PM Local Time/ 14:00 GMT*.** Electronic bidding **will not** be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives, who choose to attend in person at the address at 10(c) below at **2:05 PM local time on Thursday, April 28, 2022**. All bids shall be accompanied by a Bid Securing Declaration Form in the Bid Document, shall be filled in signed and stamped.

7. The addresses referred to above are:

8. **Collection of bidding documents:**

   (a) The Procurement Unit, Ground Floor (Room # -142), Central Office MOH Tubman Boulevard Congo Town
   (b) For submission of the bids:
   (c) Tender Box, Ground Floor, opposite the elevator, \ Central Office MOH Tubman Boulevard Congo Town
   (d) **For Opening of the Bids**:
   (e) Third floor/Conference Room#:227, Central Office MOH Tubman Boulevard Congo Town

9. All bids should be clearly marked as indicated below:
   Attention: Procurement Director

   ***(IFB NO: MOH/GOL/ICB/001/2022*)**
   Supply and Delivery of Laboratory Supplies

For further information, please refer to:

Attention

Procurement Director

Ministry of Health

Congo Town Tubman Boulevard

Room #: 142/Ground Floor

Contact #: 0886-515-565

Email addressed: proumohsw@gmail.com

Signed: _____

Sam W. Tarty
Assistant Procurement Director
Incident Management System-Lead Procurement

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. Scope of Bid

1.1 The Government of Liberia (GOL) represented by Ministry of Health, invites bids for the supply of Goods (medical supplies **Bid Data Sheet**) described in the Schedule of Requirements. The name and identification number of the Contract is provided in the **Bid Data Sheet** and in the Specific Conditions of Contract (SCC) or the General Conditions of Contract (GCC).

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

2. Source of Funds

2.1 The Government of the Republic of Liberia [has received/has applied for/intends to apply for] a [loan/credit] from the [indicate source of loan/credit or intend to apply public funds] toward the cost of [insert name of project], and it intends to apply part of the proceeds of this [loan/credit] to payments under the contract for [insert name/no. of contract].[2]

The GOL intends to apply a portion of the public funds to eligible payments under the contract for which these Bidding Documents are issued.

Clause 2.2 to be deleted

2.2 The GOL prohibits payment to persons or entities, or for any import of Goods, if such payment or import, to the knowledge of the GOL, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

3. Fraud and Corruption
To be deleted 3.1 thru to 3.2

3.1 The GOL requires that bidders, suppliers, contractors, and consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the GOL:

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the GOL, designed to establish bid prices at artificial, noncompetitive levels; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

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

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

4. Eligibility

4.1 Except as provided in ITB Sub-Clauses 4.2 and 4.3, this bidding process is open to qualified (prequalified or not) firms from any country, pursuant to the PPCA.

4.2 A bidder may be excluded from bidding if:

(a) either: (i) as a matter of law or official regulation, the GOL prohibits commercial relations with that country.

5. Eligible Goods and Services

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

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

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

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

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

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

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

(a) a detailed description of the essential technical and performance characteristics of the Goods;

(b) an item-by-item commentary on the GOL/PE's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;

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

6.4 Unless the **Bid Data Sheet** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in the Republic of Liberia. 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 GOL/PE either:

(a) a copy of the Registration Certificate of the Goods for use in the Republic of Liberia.

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

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

6.4.1 The GOL/PE shall at all times cooperate with the successful Bidder to facilitate the registration process within the Republic of Liberia. The agency and contact person able to provide additional information about registration are identified in the **Bid Data Sheet.**

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

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

7. Qualifications of the Bidder

7.1 The Bidder shall provide documentary evidence to establish to the GOL/PE'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 Republic of Liberia;

(c) in the case of a Bidder who is not doing business within the Republic of Liberia (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 Republic of Liberia equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

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

8. One Bid per Bidder

8.1 A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20). A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the GOL/PE will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

10. Content of Bidding Documents

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

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

10.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, said Bidding Documents will take precedence.

11. Clarification of Bidding Documents

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

12. Amendment of Bidding Documents

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

12.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be communicated in writing to all PEs 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 Bidder in its bid will have taken the information contained in the amendment into account.

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

C. PREPARATION OF BIDS

13. Language of Bid

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

purposes of interpretation of the Bid, the translation shall govern.

14. Documents Constituting the Bid

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

(a) duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section VIII;

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

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

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

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

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

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

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

15. Bid Form

15.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents,

indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.

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

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

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

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

15.3 To facilitate this classification by the GOL/PE, 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 GOL/PE's reclassification of the bid into its appropriate bid group.

16. Bid Prices

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

16.2 Prices shall be entered in the following manner:

(a) For Goods manufactured in the Republic of Liberia:

(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 Republic of Liberia 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 Republic of Liberia, to be imported:

(i) the price of the Goods, quoted CIP named place of destination, in the Republic of Liberia, 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 Republic of Liberia, 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 GOL. 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 Republic of Liberia obtained as the difference between (i) and (ii) above;

(iv) any Republic of Liberia sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and

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

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

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

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

16.4 The Bidder's separation of price components in accordance with ITB Clause 16.2 above will be solely for the purpose of facilitating the comparison of bids by the PE and will not in

any way limit the PE's right to contract on any of the terms offered.

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

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

17. Currencies of Bid

17.1 Prices shall be quoted in the following currencies:

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

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

18. Period of Validity of Bids

18.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the date of bid submission specified in ITB Clause 23. The PE as nonresponsive shall reject a bid valid for a shorter period.

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

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

19. Bid Security

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

19.2 The bid security shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 18.2.

19.3 The bid security shall, at the Bidder's option, be in the form of either a letter of credit or a bank guarantee from a reputable banking institution, or a bond issued by a surety selected by the Bidder and located in any country. If the institution issuing the bond is located outside the Republic of Liberia, it shall have a correspondent financial institution located in the Republic of Liberia 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 PE.

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

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

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

19.7 The bid security may be forfeited

(a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 18.2 and 25.3; or

(b) in the case of a successful bidder, if the Bidder fails within the specified time limit to:

(i) sign the contract, or

(ii) furnish the required performance security.

20. Alternative Bids by Bidders

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

21. Format and Signing of Bid

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

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

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

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

D. SUBMISSION OF BIDS

22. Sealing and Marking of Bids

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

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

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

22.2 The inner and outer envelopes shall:

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

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

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

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

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

23. Deadline for Submission of Bids

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

23.2 The PE may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 12.3, in which case all rights and obligations of the PE and Bidders previously

subject to the deadline will thereafter be subject to the deadline as extended.

24. Late Bids

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

25. Modification and Withdrawal of Bids

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

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

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

(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 22.2 and 22.3.

25.3 A Bidder wishing to withdraw its bid shall notify the PE 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 PE at the address named in the **Bid Data Sheet,**

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

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

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

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

E. OPENING AND EVALUATION OF BIDS

26. Bid Opening

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

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

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

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

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

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

27. Clarification of Bids

27.1 During evaluation of the bids, the PE 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 in the evaluation of the bids, in accordance with ITB Sub-Clause 30.1.

28. Confidentiality

28.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.

28.2 Any effort by the bidder to influence the PE in the PE's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.

28.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the PE on any matter related to its bid, it should do so in writing.

29. Examination of Bids and Determination of Responsiveness

29.1 The PE 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 PE will ensure that each bid is from a prequalified Bidder.

29.2 The PE may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

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

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

30. Correction of Errors

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

31. Conversion to Single Currency

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

(a) the currency of the Republic of Liberia at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Republic of Liberia.

or

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

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

32. Evaluation and Comparison of Bids

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

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

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

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

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

32.3 The comparison shall be between the EXW price of the Goods offered from within the Republic of Liberia 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 Republic of Liberia, plus local transportation.

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

(a) delivery schedule offered in the bid;

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

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

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

(a) Delivery schedule.

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

Or

(ii) The Health Sector Goods covered under these Bidding Documents are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range,

an adjustment per week, as specified in the **Bid Data Sheet,** will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

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

(b) Deviation in payment schedule.

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

or

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

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

33. Domestic Preference

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

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

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

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

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

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

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

F. AWARD OF CONTRACT

34. Post qualification

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

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

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

35. Award Criteria

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

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

36.1 The PE reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.

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

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

38. Notification of Award

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

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

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

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

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

39. Signing of Contract

39.1 Promptly after the PE notifies the successful Bidder that its bid has been accepted, the PE will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

	39.2	Within twenty-eight (28) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the PE.
40. Performance Security	40.1	Within twenty-eight (28) days of the receipt of notification of award from the PE, 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 PE.

40.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 39 or ITB Sub-Clause 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the PE may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

SECTION II. BID DATA SHEET

Bid Data Sheet

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

A. GENERAL

ITB 1.1	Name of Purchaser: **Ministry of Health/IMS** Name of authorized Purchasing Agent: **Ministry of Health Procurement Unit.** Type of goods: **Health Sector Goods:** **Assorted Laboratory Supplies** Name and identification number of the Contract: ***Supply and delivery of Laboratory Supplies*** ***IFB NO: MOH/GOL/ICB/001/2022***
ITB 2.1	**Government of Liberia/Ministry of Health**
ITB 6.3 (c)	Documentation requirements for eligibility of Goods. In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following documents should be included with the Bid: ***As stated in the IFB above***
ITB 6.4	***ITB Sub-Clause 6.4 is applicable. The Applicable Law does require registration of the Goods to be supplied under the Contract.***
ITB 6.4 (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: ***Evidence establishing to the Ministry's satisfaction that the Bidder has complied with all the documentary requirements for registration***
ITB 6.4.1	For the purpose of obtaining additional information about the requirements for registration, Bidders may contact: ***The Liberia Medical & Health Products Regulatory Authority (LMHRA)***

	www.lmhra.org
ITB 7.1 (a)	Qualification requirements for Bidders are: The following documents must be included with the bid and that of those provided in the IFB: Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted: (i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or has manufacture authorization or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: (a) is incorporated in the country of manufacture of the Goods; (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods; (c) has manufactured or has the manufacturer authorization to market the specific goods covered by this Bidding Document, for at least two (2) years, and for similar Goods for at least five (5) years; (ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, (a) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the GOL; and 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 years (2018/2019 & 2019/2020 & 2020/2021) (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.

B. THE BIDDING DOCUMENTS

ITB 11.1	Director of Procurement Ministry of Health Congo Town, Room#140 or via email: proumohsw@gmail.com or wapoejacob29@gmail.com Cell #: + 231 886-515-565

C. PREPARATION OF BIDS

ITB 13.1	The language of the bid is ***English***.
ITB 14.1 (i)	In addition to the documents stated in Paragraphs 14.1 (a) through (h), the following documents must be included with the Bid: Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A "primary manufacturer" is defined as a company that performs all the manufacturing and formulating operations needed to produce pharmaceuticals or nutritional supplements in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) in the Republic of Liberia that the manufacturer is licensed to manufacture the Goods offered.
ITB **16.2 (b) (i) and (c) (iii)**	Place of Destination: **Monrovia**
ITB 16.2 **(a) (iii);(b)(ii) and (c)(v)**	"Final destination/site": Ministry of Health, **Central Warehouse Congo Town Liberia**
ITB 16.2 (b) (iii)	In addition to the CIP price specified in ITB 16.2 (b)(i), the price of the Goods manufactured outside the Republic of Liberia shall be quoted: Ex-works. **N/A**
ITB 16.5	Prices quoted by the Bidder shall be ***"fixed";***

ITB 16.6	Bids are being invited for *[indicate "one or more items," or "individual contracts (**lots**)"*
ITB 17.1 (b)	The currency to be used for quoting prices of the Goods and Services components of the Goods offered from within the Republic of Liberia, as well as local currency expenditures for local technical support, training, maintenance, transportation, insurance, and other local costs incidental to delivery, is: **UNITED STATES DOLLARS**
ITB 18.1	The bid validity period shall be: ***120 days after the deadline for bid submission.***
ITB 19.1	(a) Bid shall include a Bid Securing Declaration signed and Stamped
ITB 20.1	Alternative bids will not be accepted. The evaluation criteria are: **N/A**
ITB 21.1	Required number of copies of the bid: **One original Three(3) copies**

D. SUBMISSION OF BIDS

ITB 22.1	Bidders **shall not** have the option of submitting their bids electronically.
ITB 22.2 (b)	The address for bid submission is: Attention: Director of Procurement Ministry of Health Congo Town, Room#140 or via email: proumohsw@gmail.com Cell #: + 231 886-515-565
ITB 23.1	See the above data for ITB Sub-Clause 22.2 (b) for the address and deadline for bid submission. Deadline for bid submission is: **Thursday, *April 28, 2022 @ 2:00 PM Local Time/ 14:00 GMT.***
ITB 24.1	Late Bid shall be ***Rejected***

ITB 25.2 (a)	The required number of copies: ***one original three (3) copies***.
ITB 25.3 (a)	See the above data for ITB Paragraph 22.2 (b) for the address to use for submission of a bid withdrawal notice.

E. BID OPENING AND EVALUATION

ITB 26.1	Time, date, and place for bid opening are: ***Thursday, April 28, 2022 in Conference Room# 227 @ 2:05 PM Local Time/ 14:00 GMT.*** If electronic bid submission is permitted in accordance with ITB sub-clause 22.1, the specific bid opening procedures shall be: **NOT APPLICABLE**
ITB 31.3	The currency chosen for the purpose of converting to a common currency is: **United State Dollars** The source of exchange rate is: **Central Bank of Liberia** The date of exchange rate determination is: The date of evaluation
ITB 32.4 (d)	The evaluation will take into account Criteria as listed: **Qualification Requirements include:** • **Supplier's/Company Profile** • **Past performance records-including the names and contact numbers of at least five (5) clients.** • ***Delivery of the Goods required is 7-15 days after receipt of the notice to proceed.*** • ***Bidders should have completed, within five years from the date of submission and receipt of bids, a contract similar to the project.*** • ***Liberia Medical & Health Regulatory Authority (LMHRA) Certification*** • ***Manufacturer authorization or dealership right*** • ***Valid Business Registration Certificate*** • ***Valid tax Clearance*** Requirements for responsive bids are: • **Supplier's/Company Profile**

	• **Past performance records-including the names and contact numbers of at least five (5) clients.** • Delivery of the Goods required is 7-15 days after receipt of the notice to proceed. Bidders should have completed, within five years from the date of submission and receipt of bids, a contract similar to the project.
ITB 32.5	The factors retained pursuant to ITB Sub-Clause 32.4 and the quantification methods are: **Qualification Requirements include:** ***Supplier's/Company Profile*** • ***Past performance records-including the names and contact numbers of at least five (5) clients.*** • ***Delivery of the Goods required is 7-15 days after receipt of the notice to proceed.*** • ***Bidders should have completed, within five years from the date of submission and receipt of bids, a contract similar to the project.*** • ***Documentary evidence of business legitimacy in residence country*** • ***Valid certificate of tax compliance in your country*** **Requirements for responsive bids are:** • **Supplier's/Company Profile** • **Past performance records-including the names and contact numbers of at least five (5) clients.** Bidders should have completed, within five years from the date of submission and receipt of bids, a contract similar to the project.

ITB 32.5 (b) (i) (ii) & (iii)	Delivery schedule: The adjustment per week for delivery delays beyond the time specified in the Schedule of Requirements is **5%.**
ITB 32.5 (c) (ii)	The GOL **will not** accept deviations in the payment schedule in the SCC.
ITB 32.5 (d)	**Other factors** to be used in the evaluation and their evaluation method or reference to the Technical Specifications *Evaluation criteria for items* *If bids have been invited for <u>items only</u>, the BDS should state the following:* *Bidders may bid for all items. Bids will be evaluated for all item within the bid and the Contract will comprise the item(s) awarded to the successful Bidder.* *If <u>bids</u> will be accepted for a firm that did not quote for all of the items in the bid, the BDS should state the following:* *Bid evaluation of such bids will be carried out as per the following procedures. The average price of an item quoted by substantially responsive bidders will be added to the bid price of those who did not quote for that item and the equivalent total cost of the bid so determined will be used for bid comparison, evaluation, and award.* **APPLICABLLE**
ITB 33.1	A margin of domestic preference *[specify: will o**r will not**]* apply. NOT APPLICABE

F. POST QUALIFICATION AND AWARD OF CONTRACT

ITB 34.1	Postqualification *[insert: Any specific **postqualification requirements,** such as the required number of years of manufacturing experience.* **NOT APPLICABLE**
ITB 37.1	Percentage for increase or decrease of quantity of Goods and Services originally specified: **75%**

Bid Data Sheet
Laboratory Supplies
(Additional Clauses)

[Note: The below data should be included in the Bid Data Sheet used in Bidding Documents for the procurement of Laboratory Supplies.]

ITB 6.3 (c)	The Goods offered should meet the specified pharmacopoeia standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified supplies (e.g., the case of a new product), the Bidder will provide testing protocols and alternative reference standards.
ITB 7.1 (a) & (d)	Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted: (ii) (d) has a Good Distribution Practice (GDP) Certificate where appropriate. The Bidder will submit the following additional information: (e) List of pharmaceuticals being manufactured by the Bidder with product registration/license number and date. (f) a Certificate of Pharmaceutical Product as recommended by the WHO for each item offered.

SECTION III. ELIGIBLE COUNTRIES

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

1. The GOL permits firms and individuals from all countries to offer goods, works and services. 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 GOL prohibits commercial relations with that Country, [add if World Bank funded] provided that the **Bank** is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

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

2. 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. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

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

(a) "The Contract" means the agreement entered into between the Ministry of Health and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "Day" means calendar day.

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

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

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

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

(h) "The Goods" means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms that the Supplier is required to supply to the GOL/PE under the Contract.

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

(j) "The Republic of Liberia" is the country **named in the SCC.**

(k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Republic of Liberia in accordance with the Applicable Law.

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

(m) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

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

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

2. Application

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

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the Applicable law as further **elaborated in the SCC.**

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

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

4. Standards

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

5. Use of Contract Documents and Information; Inspection and Audit

5.1 The Supplier shall not, without the GOL/PE's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the GOL/PE (MOH) in connection therewith, to any person other than a person

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

5.2 The Supplier shall not, without the GOL/PE's (NDS – MOH) prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.

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

5.4 The Supplier shall permit the GOL/PE *(*MOH) to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the GOL *or Bank, if so required by the Bank, in case of case of World Bank funded projects*.

6. Certification of Goods in Accordance with Laws of the Republic of Liberia

6.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Republic of Liberia. The PE (MOH) undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Republic of Liberia.

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

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

7. Patent Rights

7.1 The Supplier shall indemnify the GOL/PE (MOH) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Republic of Liberia.

8. Performance Security

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

8.2 The proceeds of the performance security shall be payable to the GOL (MOH) as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Republic of Liberia or abroad, acceptable to the GOL/PE (MOH), in the format provided in the Bidding Documents or another format acceptable to the GOL/PE (MOH); or

(b) a cashier's or certified check.

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

9. Inspections and Tests

9.1 The GOL (MOH) through LMHRA 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 GOL (MOH) requires and where they are to be conducted. The PE 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 GOL/PE's (MOH) 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 GOL/PE's (MOH) or LMHRA representative shall inspect the Goods or part of the Goods to ensure that they

conform to the condition of the Contract and advise the PE that the Goods were received in apparent good order. The PE will issue an Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

9.2 Where the Supplier contests the validity of the rejection by the PE or his or her representative, of any inspection as required by 9.1 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and GOL (MOH) 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 PE (MOH) and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10. Packing

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

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

11. Delivery and Documents

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

11.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the

current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

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

12. Insurance

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

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

13. Transportation

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

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

13.3 Where the Supplier is required under the Contact to transport the Goods to a specified place of destination within the Republic of Liberia, defined as the Site, transport to such place of destination in the Republic of Liberia, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and r elated costs shall be included in the Contract Price.

13.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to

deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the GOL/PE (MOH) for international transportation on specified carriers or on national flag carriers of the Republic of Liberia, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

14. Incidental Services

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

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

15. Warranty

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

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

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

15.3 In the event of a dispute by the Supplier, a counter-analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the GOL/PE (MOH) 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 GOL/PE (MOH) will meet all costs for such analysis.

15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period **specified in the SCC,** the GOL/PE (MOH) 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 GOL/PE (MOH) may have against the Supplier under the Contract. The GOL/PE (MOH) will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.

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

16. Payment

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

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

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

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

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

17. Prices

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

18. Change Orders

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

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

(b) the method of shipment or packing;

(c) the place of delivery; and/or

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

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

19. Contract Amendments

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

20. Assignment

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

21. Delays in the Supplier's Performance

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

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the PE 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 PE shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated

damages, in which case the extension shall be ratified by the parties by amendment of Contract.

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

22. Liquidated Damages

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the PE shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC.** Once the maximum is reached, the PE may consider termination of the Contract pursuant to GCC Clause 23.

23. Termination for Default

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

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the PE pursuant to GCC Clause 21; or

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

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

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

For the purpose of this clause:

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

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

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

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

24. Force Majeure

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

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

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

25. Termination for Insolvency

25.1 The PE 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 PE.

26. Termination for Convenience

26.1 The PE, 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 PE's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

27. Settlement of Disputes

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

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

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

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

27.3 Notwithstanding any reference to arbitration herein,

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

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

28. Limitation of Liability

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

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

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

29. Governing Language

29.1 The Contract shall be written in the English language. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1 The Contract shall be interpreted in accordance with the laws of the Republic of Liberia, unless otherwise **specified in the SCC.**

31. Notices

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in the SCC.**

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

32. Taxes and Duties

32.1 A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Republic of Liberia

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

SECTION V. SPECIAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.	
1. Definitions (GCC Clause 1)	
GCC 1.1 (g)	The Purchaser is*:* **Ministry of Health*/IMS***
GCC 1.1 (h)	The Purchaser's country is: **The Republic of Liberia**.
GCC 1.1 (i)	The Supplier is: The responsive bidder
GCC 1.1 (k)	The Site is/are: **Ministry of Health Central Warehouse, Congo Town, Liberia**
GCC 1.1 (m)	The end user is: Ministry of Health
2. Application (GCC Clause 2)	
GCC 2	*[insert:* ***necessary and appropriate clauses,*** *or state:* ***"There are no Special Conditions of Contract applicable to GCC Clause 2."*** *]*

3. Country of Origin (GCC Clause 3)	
4. Standards (GCC Clause 4)	
5. Use of Contract Documents and Information (GCC Clause 5)	
GCC 5	*[Insert: **necessary and appropriate clauses,** or state: **"There are no Special Conditions of Contract applicable to GCC Clause 5."**]*
6. Certification of Goods in Accordance with Laws of the Republic of Liberia (GCC Clause 6)	
GCC 6.1	If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Republic of Liberia. The PE (MOH) undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Republic of Liberia. *Details of **registration** and other **certification** necessary to prove registration in the Republic of Liberia.*
GCC 6.2	The Effective Date of the Contract is: the **date of Contract signing**
GCC 6.3	The time period shall be 7-30 days after contract signing.
7. Patent Rights (GCC Clause 7)	
GCC 7	**"There are Special Conditions of Contract applicable to GCC Clause 7."**
8. Performance Security (GCC Clause 8)	
GCC 8.1	Performance security shall be for an amount equal to (10) percent of the Contract Price.
9. Inspections and Tests (GCC Clause 9)	
GCC 9.1	**"There are Special Conditions of Contract applicable to GCC/ Sub-Clause 9."**

10. Packing (GCC Clause 10)	
GCC 10.2	Additional requirements are indicated in the **Technical Specifications.**
11. Delivery and Documents (GCC Clause 11)	
GCC 11.1 & 11.3	***Sample provision (CIF/CIP terms)*** ***For Goods supplied from abroad:*** Upon shipment, the Supplier shall notify the **Procurement Unit/** MOH and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the PE 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 PE, with a copy to the insurance company: (i) three originals and two copies of the Supplier's invoice, showing PE as Ministry of Health*;* the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal; (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing PE as Ministry of Health and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements; (iii) four copies of the packing list identifying contents of each package; (iv) copy of the Insurance Certificate, showing the PE as the beneficiary;

	(v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required); (viii) any other procurement-specific documents required for delivery/payment purposes.
12. Insurance (GCC Clause 12)	
GCC 12.1	The insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including war risks and strikes (only if contract placed on CIF or CIP basis).
13. Transportation (GCC Clause 13)	
GCC 13	**"There are no Special Conditions of Contract applicable to GCC 13."**

14. Incidental Services (GCC Clause 14)	
GCC 14.1	Incidental services to be provided are: (a) The Supplier shall provide all necessary licenses and permissions for use of the Goods in the Republic of Liberia that may be required for the Goods. The cost shall be deemed included in the Contract Price. ***Applicable*** (b) The Supplier shall provide such other services as are stated in the Technical Specifications.
15. Warranty (GCC Clause 15)	
GCC 15.1	**"There are Special Conditions of Contract applicable to GCC 15."**
GCC 15.4	The period for the replacement of defective goods is**: 30 days after receipt of commodities.**
16. Payment (GCC Clause 16)	
GCC 16.1 & 16.4	*[Sample provision]* The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **Payment for Goods supplied from abroad:** Payment of foreign currency portion shall be made in **United States Dollar***s* in the following manner: (i) **Advance Payment:** Ten (50) percent of the Contract Price shall be paid within seven (7) days of signature of Contract and receipt of the Performance Guarantee, upon submission of an invoice (showing PE's name; the Contract number, loan number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) and a bank guarantee in the form provided in Section VIII, Advance Payment Bank Guarantee. (ii) **On Acceptance:** Ten (50) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice (showing PE's name; the Contract number, loan number; description of payment and total amount, signed in original,

	stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the PE.
17. Prices (GCC Clause 17)	
GCC 17.1	Prices shall be fixed and firm for the duration of the Contract.
18. Change Orders (GCC Clause 18)	
GCC 18	**"There are Special Conditions of Contract applicable to GCC 18."**
19. Contract Amendments (GCC Clause 19)	
GCC 19	**"There are Special Conditions of Contract applicable to GCC 19."**
20. Assignment (GCC Clause 20)	
GCC 20	**"There are Special Conditions of Contract applicable to GCC 20."**
21. Delays in the Supplier's Performance (GCC Clause 21)	
GCC 21	**"There are Special Conditions of Contract applicable to GCC 21."**
22. Liquidated Damages (GCC Clause 22)	
GCC 22.1	Applicable rate shall be one-half (0.5) percent per week, of the Contract Price.
23. Termination for Default (GCC Clause 23)	
GCC 23	***GCC 23(a),(b),(c)&(d) Applicable***
24. Force Majeure (GCC Clause 24)	
GCC 24	***GCC 24.1***

25. Termination for Insolvency (GCC Clause 25)	
GCC 25	*[insert:* ***necessary and appropriate clauses,*** *or state* ***"There are no Special Conditions of Contract applicable to GCC 25."*** *]*
26. Termination for Convenience (GCC Clause 26)	
GCC 26	**"There are Special Conditions of Contract applicable to GCC 26.1 & 2**
27. Settlement of Disputes (GCC Clause 27)	
GCC 27.2.2	The dispute resolution mechanism to be applied pursuant to GCC Sub-Clause 27.2.2 shall be as follows: ***(a) Contracts with foreign Supplier:***. 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. ***APPLICABLE***
28. Limitation of Liability (GCC Clause 28)	
GCC 28	**"There are Special Conditions of Contract applicable to GCC 28."**
29. Governing Language (GCC Clause 29)	
GCC 29.1	**English**
30. Applicable Law (GCC Clause 30)	
GCC 30.1	The Contract shall be interpreted in accordance with the laws of the **Republic of Liberia**
31. Notices (GCC Clause 31)	

GCC 31.1	Director of Procurement Ministry of Health Congo Town, Room#140 or via email: proumohsw@gmail.com or wapoejacob29@gmail.com Cell #: + 231 886-515-565
32. Taxes and Duties (GCC Clause 32)	
GCC 32	**"There are Special Conditions of Contract applicable to GCC 32."**

Special Conditions of Contract

LABORATORY SUPPLIES

(Additional Clauses)

The below data should be included in the Special Conditions of Contract used in Bidding Documents for the procurement of medical supplies.	
11. Delivery and Documents (GCC Clause 11)	
GCC 11.1 & 11.3	***For Goods supplied from abroad**:* (ix) One original of the Certificate of Pharmaceutical Product and supplies as recommended by the WHO for each of the items supplied. (x) Certificate of quality control test results in conformity with the World Health Organization "Certification Scheme on the Quality of Pharmaceutical Products and supplies Moving in International Trade" stating quantitative assays, chemical analysis, sterility, pyrogenic content, uniformity, microbial limit, and other tests as appropriate to the Goods. (xi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.

SECTION VI. SCHEDULE OF REQUIREMENTS

SECTION VII. TECHNICAL SPECIFICATIONS

Technical Specifications

TECHNICAL SPECIFICATIONS: MEDICAL SUPPLIES

Sample Technical Specifications

LABORATORY SUPPLIES

1. Product and Package Specifications

1.1 The Goods to be purchased by the GOL/MOH under this Invitation for Bids are included in the GOL's *current* national medical supplies list or national formulary. The required packing standards and labeling must meet the latest requirements of the Center for Disease Control (CDC) good manufacturing practices (GMP) standards in all respect. (These standards are contained in "Good Practices in the Manufacture and Quality Control of supplies.")

1.2 Product specifications indicate dosage form (e.g., tablet, capsules, dry syrup, liquid, ointment, injectable, emulsion, suspension, etc.) and the drug content (exact number of mg or international units [IU] or % v/v, w/w or v/w acceptable range). The Goods should conform to standards specified in the following compendia: [The **Borrower** should specify an acceptable pharmacopoeia and supplies standard from one of the following: the British Pharmacopoeia and supplies, the United States Pharmacopoeia and supplies, the French Pharmacopoeia and supplies, the International Pharmacopoeia and supplies, or the European Pharmacopoeia and supplies, the latter particularly for raw materials.] The standards will be the latest edition unless otherwise stated by the GOL/PE or Ministry of Health. In case the pharmaceutical and supplies is not included in the specified compendium, but included in the GOL's national medical supplies list, the GOL/PE (Ministry of Health) should clearly indicate acceptable limits and the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.

1.3 Not only the pharmaceutical item, but also the packaging and labeling components (e.g., bottles, closures, and *labeling*) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the country of the PE. All packaging must be properly sealed and tamper-proof, and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's national regulatory authority (RA). The GOL/PE (Ministry of Health) should specify any additional special requirements.

1.4 All labeling and packaging inserts shall be in English unless otherwise stated.

1.5 Goods requiring refrigeration or freezing **or those that should not fall below a certain minimum temperature** for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.

1.6 Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the GOL/PE (Ministry of Health) may request.

2. Labeling Instructions

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

(a) The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;

(b) dosage form, e.g., tablet, ampoule, syrup, etc.;

(c) the active ingredient "per unit, dose, tablet or capsule, etc.";

(d) the applicable pharmacopoeial standard;

(e) the GOL's or (Ministry of Health) logo and code number and any specific color coding if required;

(f) content per pack;

(g) instructions for use;

(h) special storage requirements;

(i) batch number;

(j) date of manufacture and date of expiry (in clear language, not code);

(k) name and address of manufacture;

(l) any additional cautionary statement.

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

3. Case Identification

3.1 All cases should prominently indicate the following:

(a) PE's line and code numbers;

(b) the generic name of the product;

(c) the dosage form (tablet, ampoule, syrup);

(d) date of manufacture and expiry (in clear language not code);

(e) batch number;

(f) quantity per case;

(g) special instructions for storage;

(h) name and address of manufacture;

(i) any additional cautionary statements.

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

4. Unique Identifiers

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

5. Standards of Quality Control for Supply

5.1 The successful Supplier will be required to furnish to the PE:

(a) With each consignment, and for each item a WHO certificate of quality control test results concerning quantitative assay, chemical analysis, sterility, pyrogen content uniformity, microbial limit, and other tests, as applicable to the Goods being supplied and the manufacturer's certificate of analysis.

(b) Assay methodology of any or all tests if requested.

(c) Evidence of bio-availability and/or bio-equivalence for certain critical Goods upon request. **This information would be supplied on a strictly confidential basis only.**

(d) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

5.2 The Supplier will also be required to provide the PE with access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.

SECTION VIII. SAMPLE FORMS

NOTES TO BIDDERS ON THE PREPARATION OF SAMPLE FORMS

The GOL/PE (Ministry of Health) 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 PE's attention as soon as possible during the bid clarification process, by addressing them to the PE in writing pursuant to ITB Clause 11.

The PE 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.

TO BE DELETED

SAMPLE FORMS

1. Bid Form

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

Loan/Credit No.:*[GOL insert: **number if applicable, if not, delete**]*

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

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

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

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

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

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

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

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

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

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

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

(if none, state "none")

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

Signed: _____

Date: _____

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

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

2. Price Schedule for Goods Manufactured outside the Republic of Liberia to be imported)

(Group C bids)

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

1	2	3	4	5	6	7				8	9	10	11	12	13	14
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices				Total unit price [a+c+d] or [b+c+d]	Total price per item [6 x 8]	Local agent's commission as a % of FOB price included in quoted price	Shipment weight and volume	Name of manufac-turer	Ctry. of origin	Pharma-copoeial standard
						[a] Unit price FOB or FCA port or place of loading	[b] CIF at port of entry or CIP named place of destina-tion (specify one)	[c] Inland transp., insurance & other local costs incidental to delivery if specified	[d] Other incidental costs as defined in the SCC							

Note:
(i) Column 7[c] is optional and it will be applicable only when required in accordance with ITB Sub-Clause 16.2 (b) (iv) and (v) and the related provisions in the Bid Data Sheet.
(ii) For column 9, pursuant to ITB 30.1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

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

Signed: _____

Dated: _____

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

3. Price Schedule for Domestic Goods Manufactured within the Republic of Liberia NOT APPLICABLE

(Group A and Group B bids)

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

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

Note:

(i) Column 7[b] is optional and it will be applicable only when required in accordance with ITB Sub-Clause 16.2 (a) (iii) and (iv) and the related provisions in the Bid Data Sheet.

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

(iii) For column 13, a breakdown of the cost of local labor, local raw materials, and local components provided from within the country should also be indicated separately as specified in ITB Sub-Clause 27.1 along with adequate proof to substantiate each of these local inputs.

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

Signed: _____

Dated: _____

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

4. Price Schedule for Goods Manufactured outside the Republic of Liberia, Already imported

(Group C bids)

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

1	2	3	4	5	6	7					8	9	10	11	12	13
Product code	Product	Strength	Dosage form	Unit pack size	Qty. offered	Unit prices					Total Unit price [c+d+e]	Total price per line item [6x8]	Sales and other taxes payable per item if Contract is awarded	Name of manufactu re-	Ctry. of origin	Pharma-copoeial standard
						[a] Unit price includi ng 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., insuranc e & other local costs incidenta l to delivery	[e] Other incident-al costs as defined in the SCC						

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

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

Signed:……..….

Dated: ……..…..

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

Schedule of Requirement – Laboratory Supplies

No.	Description: Assorted Laboratory Supplies	Specification	Unit/Form	Qty	Unit Price (USD)	Total
1.	Reagent	EVD & Marburg RT-PCR Reagents	Piece	1		
2.	Waste Bag	Infectious waste bags (Biohazard), Red, heavy duty, 44 gallons 37" x 50", CL-PIRH-3043	Pieces	6,000		
3.	Incubators	Equipment	Piece	1		
4.	Water Distaller	Equipment	Piece	1		
5.	Salmonella-Shigella Agar	500g	Bottles	3		
6.	Nutrient Agar	500g	Bottles	3		
7.	Mueller Hinton	500g	Bottles	2		
8.	Cary Blair Transport Medium	500g	Bottles	5		
9.	Sterile swab in Transport media	(Stuart) 100pcs/pk	Packs	10		
10.	Simmons Citrate Agar	500g	Bottles	3		
11.	MIO medium (Motility Indole Omithine)	500g	Bottles	2		
12.	Chromogenic E.coli Agar	500g	Bottles	3		
13.	Heart Infusion Agar	500g	Bottles	2		
14.	C.L.E.D	500g	Bottles	2		
15.	Selenite Broth	500g	Bottles	2		
16.	Campylobacter Agar	500g	Bottles	2		
17.	Urea agar	500g	Bottles	2		
18.	Blood Agar Base	500g	Bottles	2		
19.	Disposable petri dishes	500pcs per cartoon	cartoon	3		
20.	API 20e complete set	25/ box	Boxes	40		
21.	OXIDASE DISC	OX 50 disc per pack	Pack	2		
22.	AMPICILLIN	AMP 30 boxes per pk	Packs	2		
23.	CHLORAMPHENOL	CHL-30 boxes per pk	Packs	2		
24.	CEFTRIAXONE	CRO-30 boxes per pk	Packs	2		
25.	TETRACYCLINE	TE-30 boxes per pk	Packs	2		
26.	NALIDIXIC	NA-30 boxes per pk	Packs	2		
27.	Co-TRIMAZOLE	COT-25/1.25 boxes per pk	Packs	2		
28.	CIPROFLOXAXIN	CIP 5 boxes per pk	Packs	2		
29.	OFLOXACIN	OFX 5 boxes per pk	Packs	2		
30.	AZITHROMYCIN	15ug boxes per pk	Packs	2		

31.	IMIPENEM	(PM-10) boxes per pk	Packs	2		
32.	GENTAMICIN	GM-10 boxes per pk	Packs	2		
33.	ERYTHROMYCIN	(e-15) boxes per pk	Packs	2		
34.	AMOXICILLIN	(AMX-25) boxes per pk	Packs	2		
35.	OXACILLIN	(OX-1) boxes per pk	Packs	2		
36.	Kovac's Indole Reagent	100ml per pk	Packs	2		
37.	Shigella Antiserum Poly Group A	2ml per vail	Vails	2		
38.	Shigella Antiserum Poly Group B	2ml per vail	Vails	2		
39.	Shigella Antiserum Poly Group C	2ml per vail	Vails	2		
40.	Shigella Antiserum Poly Group D	2ml per vail	Vails	2		
41.	Vibrio cholera antiserum Inaba	2ml per vail	Vail	1		
42.	Vibrio cholera antiserum Ogawa	2ml per vail	Vail	1		
43.	Vibrio cholera antiserum Poly	2ml per vail	Vails	2		
44.	COVID-19 Taqpath	RT Qpcr Kit with positive control	Kit	1		
45.	N. meningitis	RT-Qpcr Detection kit with positive control	Kit	1		
46.	H. influenza subtype	B RT-Qpcr Detection kit with positive control	Kit	1		
47.	N. meningitis subgrouping	RT Qpcr Detection kits with positive control	Kit	1		
48.	Roche Light Cycle	480 Multiwell plate 96, white 50 plate per pack	Pack	1		
49.	QiaAmp Viral RNA extraction kit	Mini Kit 250 spin column per box	Kit	2		
50.	Micro Amp TM	Fast Optical 96-well Reaction Plate with barcode 0.1 mL, 200 plate per pack	Pack	1		
51.	Vacutainer EDTA tube-	4ml,non-glass,Dark-purple	Cartoon	1		
52.	Vacutainer plain tube	(red-topped) 4mL, non-glass, no clot activator, dark-red	Cartoon	1		
53.	Vacutainer tubes, citrate	(blue-topped,(100/rack)4ml	Cartoon	1		
54.	Vacutainer needles	21G,length 1.1/2"(pen type-blood collect	Cartoon	1		
55.	Vacutainer needle holder	500 pieces per cartoon	Cartoon	1		

5. Bid Security Form (Bank Guarantee)

[The bidders 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 GOL/PE**]*

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 GOL/PE during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

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

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

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

_____

[signature(s)]

6. Bid Security (Bid Bond)

[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** *the Republic of Liberia,* as Surety (hereinafter called "the Surety"), are held and firmly bound unto the ***GOL/PE*** as Obligee (hereinafter called "the Purchaser") in the sum of *[insert **amount of Bond**]*[1] *[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 GOL/PE 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 GOL/PE 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 GOL/PE (National drug service – Ministry of Health) up to the above amount upon receipt of the GOL/PE's (National drug service – Ministry of Health) first written demand, without the GOL/PE (National drug service – Ministry of Health) having to substantiate its demand, provided that in its demand the GOL/PE (National drug service – Ministry of Health) 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 GOL/PE (National drug service – Ministry of Health) 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: _____ Surety: _____

Corporate Seal (where appropriate)

---

[1] 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.

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

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: The **GOL/*PE***

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 GOL/PE 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 GOL/PE 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 GOL]*

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**]*

9. Form of Contract Agreement

To be modified

THIS CONTRACT AGREEMENT is made

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

BETWEEN

(1) The ***GOL/PE*** (National drug service – Ministry of Health) having its principal place of business at *[insert: **address of GOL/PE** (National drug service – Ministry of Health)]* (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 GOL/PE 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 GOL/PE 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 GOL/PE's (National drug service – Ministry of Health) Notification of Award

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

3. In consideration of the payments to be made by the GOL to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the GOL to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The GOL/PE (National drug service – Ministry of Health) 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 GOL/PE (National drug service – Ministry of Health)

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 GOL/PE** (National drug service – Ministry of Health)]*, "the GOL"

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 GOL/PE**]*

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**]*[2] 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_____,[3] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

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[2] 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.

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

_____

[signature(s)]

11. Bank Guarantee Form for Advance Payment

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

Beneficiary: _____ *[insert: **Name and Address of GOL/PE**]*

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 _____[4], or on the ___ day of _____, 2___,[5] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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[4] Insert documents establishing "delivery" of the goods in accordance with the particular Incoterm selected. (See SCC 11.)

[5] 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."

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

_____

[signature(s)]

12. Specimen Certificate of a Pharmaceutical Product

Certificate of a Pharmaceutical Product[1]

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

No. of certificate: _____

Exporting (certifying) country: _____

Importing (requesting) country: _____

1. Name and dosage form of product:

_____

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

_____

_____

_____

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

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

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

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

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

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

_____

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

_____

_____

_____

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

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

_____

_____

_____

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

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

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

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

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

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

_____

_____

_____

2B.3 Why is marketing authorization lacking?

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

2B.4 Remarks:[13]

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

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

If no or not applicable proceed to question 4.

3.1 Periodicity of routine inspections (years): _____

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

yes/no *(key in as appropriate)*

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

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

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

yes/no *(key in as appropriate)*

If no, explain: _____

_____

Address of certifying authority: _____

Telephone number: _____ Fax number: _____

Name of authorized person:

_____

Signature:

_____

Stamp and date:

_____

General instructions

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

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

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

Explanatory notes

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

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

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

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

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

6 Sections 2A and 2B are mutually exclusive.

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

8 Specify whether the person responsible for placing the product on the market:
(a) manufactures the dosage form;

(b) packages and/or labels a dosage form manufactured by an independent company; or
(c) is involved in none of the above.

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

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

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

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

[13] Please indicate the reason that the applicant has provided for not requesting registration:
(a) The product has been developed exclusively for the treatment of conditions—particularly tropical diseases—not endemic in the country of export.
(b) The product has been reformulated with a view to improving its stability under tropical conditions.
(c) The product has been reformulated to exclude excipients not approved for use in pharmaceutical products in the country of import.
(d) The product has been reformulated to meet a different maximum dosage limit for an active ingredient.
(e) Any other reason, please specify.

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

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

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

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