

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
13.04/ S-S	Fluconazole 100 mg tab.	strip of 10 tabs.	Carton of 10 strip

(O) Anti-Parkinsonian Drugs

14.01/ S-S	Levedopa 100 mg + carbidopa 10 mg tab	strip of 10 tabs	Carton of 10 strips
14.02/ S-S	Trihexyphenidyl 2mg tab.	strip of 10 tabs.	Carton of 10 strips
14.03/ S-S	Bromocriptine 2.5 mg tab.	strip of 10 tabs.	Carton of 10 strips

(P) Anti-Anaemic Drugs

15.01/ P-1	Dried ferrous sulphate equivalent to 60 mg elemental iron (coated tab.)	container of 500 tabs.	Carton of 10 containers
15.02 P-1	Folic acid 5 mg tab.	container of 100 tabs.	Carton of 10 containers

(Q) Anti-coagulants, Antagonists and Coagulants

16.01/T	Heparin sodium inj. 5000 I.U./ml	5 ml vial	Carton of 10 vials
16.02/ S-S	Protamine sulphate inj. 10 mg/ml in 5 ml amp	box of 10 amps.	Carton of 10 boxes
16.03/T	Warfarin sodium 5 mg tab	strip of 10 tabs.	Carton of 10 strips
16.04/T	Calcium gluconate inj.10% 10 ml/amp.	box of 50 amps.	Carton of 10 boxes

(R) Blood products and substitutes

17.01/S	Dextran in saline inj. (m. w. 4000 for infusion	bottle of 540 ml	Carton of 10 bottles.
17.01/S	Polygelline injectable solution (3.5%)	bottle of 500 ml.	Carton of 10 bottles.

(S) Cardiovascular Drugs

18.01/T	Atenolol 50 mg. (scored) tab.	strip of 14 tabs.	Carton of 10 strips
18.02/S	Acetylsalicylic acid 100 mg tab.	strip of 10 tabs.	Carton of 10 strips

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
18.03(a)/S	Propranolol 40 mg. tab.	strip of 10 tabs.	Carton of 10 strips
18.03(b)/T	Propranolol inj. 1 mg./ml./amp.	box of 10 amps.	Carton of 10 boxes
18.04 P-1(a)	Isosorbide-dinitrate 10 mg tab.	container of 50 tabs.	Carton of 10 containers
18.05/S	Nitroglycerin 0.5 mg/tab.	container of 30 tabs.	Carton of 10 containers
18.06(a)/T	Verapamil hydrochloride 40 mg tab.	container of 100 tabs.	Carton of 10 containers
18.07/ S-S	Amlodipine 5 mg	container of 10 tabs.	Carton of 10 containers
18.08/T	Methyldopa 25 mg tab.	strip of 10 tabs.	Carton of 10 strips
18.09(a)/S	Digoxin 0.25 mg./tab.	strip of 10 tabs.	Carton of 10 strips
18.09(b)/S	Digoxin inj. 0.5 mg./amp	box of 10 amps.	Carton of 10 boxes
18.10/S	Enalapril tab. 5 mg (scored)	strip of 10 tabs.	Carton of 10 strips
18.11/S-S	Captopril tab. 25 mg	strip of 10 tabs.	Carton of 10 strips
18.12/S-S	Sodium nitroprusside 50 mg (powder for inj.) 5 ml/vial	vial	Carton of 10 strips

(T) Dermatological Drugs

19.01/ P-1(a)	Miconazole ointment/cream 2%	box of 25 tubes	Carton of 10 boxes
19.02/ S-S	Acyclovir cream 5% tab	tube of 5g	Carton of 10 tubes
20.01/S	Framycetin sulphate oint. (1%)	20g/tube	Carton of 10 tubes
20.02/P-1	Povidone iodine ointment 5%	15g/tube	Carton of 10 tubes
20.03/P-1	Silver sulphadiazine cream 1%	50g jar	Carton of 10 jars
20.04/P-1	Gentian violet 0.5% solution	phial of 30 ml	Carton of 10 phials
21.01/ P-1(a)	Calamine Powder 500g	packet	Carton of 10 packets
21.02/S	Betamethasone ointment 0.1% (as valerate)	15g tube	Carton of 10 tubes

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
22.01/ P-1	Benzyl benzoate 25% emulsion	bottle of 500 ml	Carton of 10 bottles
(U) Diuretics			
23.01(a) P-1	Frusemide 40 mg tab.	strip of 10 tabs.	Carton of 10 strips
23.01(b)/ P-1(a)	Frusemide inj. 20 mg/2ml. ampoule	box of 10 amps.	Carton of 10 boxes
23.02/S	Mannitol inj. 20% solution	bottle of 250 ml	Carton of 10 bottles
23.03/S	Acetazolamide 250 mg tab	strip of 10 tabs.	Carton of 10 strips.
(V) Antacid and Anti-ulcer Drugs			
24.01(a)/ P-1	Combined gastric antacid tabs (Aluminium hydroxide + magnesium hydroxide) [Total salts being not less than 500 mg]	container of 500 tabs.	Carton of 10 containers
24.01(b)/ P-1(a)	Combined gastric antacid suspension (Aluminium hydroxide + magnesium hydroxide) [Total salts being not less than 500 mg/5ml]	bottle of 500 ml	Carton of 10 bottles
24.02/T	Ranitidine inj. 50 mg/2ml amp.	box of 10 amps.	Carton of 10 boxes
24.03/T	Ranitidine tablets 150g	strip of 10 tabs.	Carton of 10 strips
(W) Anti-emetics			
25.01(a)/ P-1(a)	Metoclopramide 10 mg tab	strip of 10 tabs.	Carton of 10 strips
25.01(b)/ P-1(a)	Metoclopramide inj. 10 mg/2ml amp.	box of 10 amps.	Carton of 10 boxes
25.02(b)/ S-S	Metoclopramide inj. 10 mg/2ml amp.	box of 10 amps.	Carton of 10 boxes
26.02/ SS	Ondansetron inj. 4ml/amp.	box of 10 amps.	Carton of 10 boxes
(X) Anti-spasmodics			
26.01/ P-1	Oxyphenonium bromide 5 mg tab.	strip of 10 tabs.	Carton of 10 strips
26.02/ S-S	Deicyclomine drops komg/ komg/ml.	10 ml./phials	Box of 20 phials
26.03/ P-1(a)	Hyoscine butyl bromide 10 mg tablets	strip of 10 tabs.	Carton of 10 strips
26.03(b)/ S	Hyoscine butyl bromide inj. 20 mg/ml	ampoules	Carton of 100 amps.

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
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(Y) Cathartic Drugs

27.01/ P-1(a)	Isaphgula husk refine 25g/pack	pack of 10	Carton of 10 packs
27.02/T	Bisacodyl 5 mg/tab.	strip of 10 tabs.	Carton of 10 strips

(Z) Hormones

28.01(a)/S	Dexamethasone 0.5 mg tab.	strip of 10 tabs.	Carton of 10 strips
28.01(b)/T	Dexamethasone sodium phosphate inj. 8 mg/ 2 ml vial	box of 10 vials	Cart of 10 boxes
28.02(a)/T	Hydrocortisone hemi- succinate inj. 100 mg/vial	box of 10 vials	Carton of 10 boxes
28.03(a) P-1(a)	Prednisolone 5 mg/tab	strip of 10 tabs.	Carton of 10 strips
28.03(b) P-1(a)	Prednisolone 10 mg/tab	strip of 10 tabs.	Carton of 10 strips
28.03(c) P-1(a)	Prednisolone 20 mg/tab	strip of 10 tabs.	Carton of 10 strips

(AA) Sex Hormones

29.01(a)/ P-1(a)	Ethinyl oestradiol 0.05 mg tab.	box of 25 tabs.	Carton of 10 boxes
29.01(b)/ P-1(a)	Ethinyl oestradiol + levonor- gestrel 50 mcg + 250 mcg tab.	pack of 21 tabs.	Carton of 100 packs
29.02/	Testosterone propionate Inj. 125 mg/ampoule	box of 3 ampoules	Carton of 10 boxes
29.03/ P-1(a)	Norethisterone propionate 5 mg/tab	strip of 10 tabs.	Carton of 10 strips
29.04/S-S S-S	Clomiphene citrate 50 mg tab.	strip of 10 tabs	Carton of 10 strips
29.05/S-S	Tamoxifen citrate inj. 10 mg/amp	box of 10 amp	Carton of 10 boxes
29.06/S-S	Danazol 100 mg capsule	container of 30 caps.	Carton of 10 containers

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
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(BB) Thyroid and Anti-thyroid Drugs

30.01/S	Thyroxine sodium tab 0.1mg	phial of 100 tabs.	Carton of 10 phials
30.02/S	Carbimazole 5 mg. tab	container of 100 tabs.	Carton of 10 containers

(CC) Anti-diabetic & related Drugs

31.01/S	Insulin soluble inj. 40 units/ml 10 ml vial (Cold Chain)	box of 20 vials	Carton of 10 boxes
31.02/S	N.P.H. Insulin inj. 40 units/ml. 10 ml. vial (Cold Chain)	box of 20 vials	Carton of 10 boxes
31.03/P-1	Glybenclamide 5 mg. tab.	strip of 10 tabs	Carton of 10 strips
31.04/S	Glucagon inj. 1 mg. in ampoule	box of 10 ampoules	Carton of 10 boxes

(DD) Immunologicals

32.01/ P-1(a)	Rabies Vaccine (Cold Chain) Tissue Culture vaccine 2.5 iu ampoule	box of 20 ampoules	Carton of 10 boxes
32.02/ P-1	Anti-venom Serum (Polyvalent) 10 ml amp	box of 10 ampoules	Carton of 10 boxes
32.03/S	Hepatitis B vaccine 20 mcg/ml in 10 ml vial	vial	Carton of 10 vials
32.04/ S-S	Anti-tetanus (human) immunoglobulin inj. 500 i. u./vial	vial	Carton of 10 vials
32.05/ P-1	Poliomyelitis vaccine (live attenuated) Oral solution	vial	Carton of 10 vials
32.06/ P-1	Tetanus toxoid (Absorbed) inj. 0.5 ml/dose	5 ml vial	Carton of 50 vials
32.07/	Measels vaccine inj. (Live attenuated)	box of 25 amps	Carton of 10 boxes
32.08/	Double antigen inj. 10 ml/vial (Diphtheria & tetanus)	vial	Carton of 10 vials
32.09/ P-1(a)	Triple antigen inj. 10 ml./vial (Diphtheria, tetanus & pertusis)	vial	Carton of 10 vials

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
32.10/S	B. C. G. vaccine inj. (Dried)	vial of 20 doses	Carton of 10 vials
32.11/ S-S	Diphtheria antitoxin inj. 20000. i. u./vial	vial	Carton of 10 vials

**(EE) Muscle Relaxants (Peripherally acting) &
Cholinesterase inhibitors**

33.01(a)/S	Neostigmine bromide 15mg tab	container of 100 tabs	Carton of 10 containers
33.01(b)/s	Neostigmine methyl sulphate inj. 2.5 mg/amp	box of 12 ampoules	Carton of 10 boxes
33.02/	Succinylcholine chloride inj. 50 mg/ml	vial	Box of 10 vials
33.03S	Pancuronium bromide inj. 4 mg/2 ml. amp.	box of 10 ampoules	Carton of 10 boxes
33.04/S	Gallamine triethiodide inj. 4% in 10 ml vial	vial	Boxes of 10 vials

(FF) Ophthalmological Preparations

34.01/S	Atropine sulphate eye oint- ment 1% 3.5g tube	tube	Carton of 50 tubes
34.02/ P-1(a)	Homatropine hydrobromide 2% eye drop	phial of 5 ml	Carton of 10 phials
34.03/ P-1	Chloramphenicol 1% eye applicap	container of 25 applicaps	Carton of 10 containers
34.04/S-S	Phenylephrine eye drop 10%	phial of 5 ml.	Carton of 10 phials
34.05/S	Fluoresceine sodium strip	strip of 10 strips	Carton of 10 strips
34.06/S	Pilocarpine nitrate 2% eye drop	vial	Box of 10 vials
34.07/S-S	Timolol maleate eye drop 0.5%	vial	Box of 10 vials
34.08(a)/S	Dexamethasone eye drop 0.1%	vial	Carton of 10 phials
34.08(b)/S	Dexamethasone eye oint 0.1%	tube of 5g.	Carton of 10 tubes

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
34.09/T	Physostigmine salicylate (Powder 1 g.)	tubes	Carton of 10 tubes
34.10/ P-1(a)	Norfloxacin eye drop 0.3% ml.	5ml. vials	Carton of 10 vials
34.11/ P-1(a)	Ciproflaxacin eye ointment 0.3%	5 ml. vial	Carton of 10 vials
34.12/	Tropicamide drops 1%	5 ml. vial	Carton of 10 vials
34.13/S-S	Acyclovir eye oint. 3%	5g tube	Carton of 10 tubes

(GG) Drugs used in Obstetrics & Gynaecology

35.01(a)/ P-1	Ergometrine maleate inj. 0.2 mg/ml. in ampoules	box of 25 ampoules	Carton of 4 boxes
35.01(b)/ P-1	Ergometrine maleate 0.2 mg/tab.	strip of 10 tabs.	Carton of 10 strips
35.02/ P-1(a)	Synthetic oxytocin inj. 5 units/1 ml amp	box of 25 amps.	Carton of 10 boxes
35.03/T	Dinoprostone inj. 0.5 mg/ syringe	pack of 10 syringes	Carton of 10 packs
35.04/ S-S	Carboprost tromethamine inj. 250 mcg/ml.	1 ml ampoules	Box of 10 amps
35.06(a)/T	Magnesium sulphate inj. 10%	pack of 50 ml	Carton of 10 Packs
35.06(b)/T	Magnesium sulphate inj. 20%	pack of 50 ml	Carton of 10 Packs

(HH) Psychothreapeutic Drugs

36.01/S	Amitriptyline hydrochloride 25 mg tab.	strip of 10 tabs.	Carton of 10 strips
36.02/S	Imipramine hydrochloride 25 mg tab.	strip of 10 tabs.	Carton of 10 strips
36.03/S	Lithium carbonate 300 mg tab	strip of 10 tabs.	Carton of 10 strips
36.04(a)/S	Chlorpromazine hydrochloride 50 mg tab.	strip of 10 tabs.	Carton of 10 strips

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
36.04(b)/S	Chlorpromazine hydrochloride 25mg/amp./2ml/ampoules	box of 10 amps.	Carton of 10 boxes
36.05/S	Thioridazine hydrochloride 25mg/tab.	strip of 10 tabs.	Carton of 10 strips
36.06/S	Haloperidol 5 mg/tab.	strip of 10 tabs.	Carton of 10 strips
36.07/S	Trifluoperazine 5 mg/tab.	strip of 10 tabs.	Carton of 10 strips
36.08/S	Alprazolam 0.25 mg/tab.	strip of 10 tabs.	Carton of 10 strips
36.09/ S-S	Oxazepam 15 mg tab.	strip of 10 tabs.	Carton of 10 strips
36.10/ S-S	Nitrazepam 10 mg. tab.	strip of 10 tabs.	Carton of 10 strips
36.11/ S-S	Methadone 5 mg tab.	strip of 10 tabs.	Carton of 10 strips
36.12/ S-S	Methadone 5 mg/5 ml syrup	60 ml bottle	Carton of 10 bottles
36.13/ S-S	Methyl phenin date 5 mg tab.	strip of 10 tabs.	Carton of 10 strips

(LL) Respiratory Drugs

37.01/ P-1(a)	Theophylline derivative (single active ingredient) 100 mg tab.	strip of 10 tabs.	Carton of 10 strips
37.02 (a)/ P-1	Salbutamol syrup 2mg/5 ml.	bottle of 100 ml	Carton of 10 bottles
37.02 (b)/ P-1	Salbutamol 4 mg tab. (scored)	strip of 10 tabs.	Carton of 10 strips
37.02 (c)/ S	Salbutamol inj. 0.5 mg/ml	box of 10 ampoules	Carton of 10 strips
37.02 (e)/ T	Salbutamol inhalation 100 mcg./inhalation	box of 10 inhalers	Carton of 10 boxes
37.03 (a)/ P-1(a)	Codeine phosphate tab. 10 mg	bottle of 30 tabs.	Carton of 10 boxes
37.03 (b)/ P-1(a)	Coderine phosphate syrup	bottle of 500 ml	Carton of 10 boxes
37.04/S	Betamethasone inhalation	box of 10 inhalation	Carton of 10 boxes

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
(MM) Solutions correcting water electrolyte and acid-based disturbance			
38.01/ P-1	Oral rehydration Salt. I. P. as powder for reconstitution, containing : sodium chloride 3.5 mg, potassium chloride 1.5 g, glucose 20 g, and trisodium citrate dehydrate 2.9 g (Total quantity per packet 27.9 g.)	packet of 27.9 g.	Carton of 50 packets
38.02(a)/ P-1	Sodium chloride inj. 0.9% (normal or isotonic saline) Na^+ 154 mmol/L, Cl^- 154 mmol/L)	540 ml. in glass bottle	Carton of 20 bottles
38.02(b)/ P-1	-Do-	540 ml in polythene bottle	-Do-
38.03(a)/ P-1(a)	Dextrose inj. 5% with sodium chloride 0.9% (Na^+ = 154 mmol/L, Cl^- 154 mmol/L. (588 mosm/L)	540 ml in glass bottle packet of polythene	Carton of 20 bottles
38.03(b)/ P-1(a)	-Do-	540 ml in polythene bottle	-Do-
38.04(a)/ P-1	Ringer's lactate solution	540 ml in polythene bottle	Carton of 20 bottles
38.04(b)/ P-1	-Do-	540 ml in polythene bottle	-Do-
38.05(a)/ (i) P-1	Dextrose inj. 5% bot. 280 mosm/L) isotonic	bottle of 540 ml/ packet of polythene	Carton of 20 bottles
38.04(b)/ (ii) P-1	-Do-	540 ml in polythene bottle	-Do-
38.05(b)/ S	Dextrose inj. 10% (650 mosm/L) hypertonic	bottle of 540 ml	Carton of 20 bottle
38.05 (c)/ T	Dextrose inj. 25% amp. of 25 ml	box of 25 ampoules	Carton of 20 boxes
38.06/T	Sodium bicarbonate inj. 7.5% 10 ml/amp.	10/box/amps	Carton of 10 ampoules
38.07/T	1/6 molar lactate inj.	540 ml bottle	Box of 20 bottles
38.08/ P-1	Water for injection I. P. 5 ml amp.	box of 100 amp	Box of 100 ampoules
38.09/ S-S	Solution for peritoneal dialysis of appropriate composition	bottle	Carton of 20 bottles

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
(NN) Anti-neoplastic immunosuppressive & allied Drugs			
39.01(a)/ S-S	Cyclophosphamide 50 mg tab.	strip of 10 tabs.	Carton of 10 strips
39.01(b)/ S-S	Cyclophosphamide inj. 500 mg/vial.	vial	Box of 10 vials
39.02/ S-S	Procarbazine hydrochloride 50 mg cap	container of 25 caps.	Carton of 4 containers
39.03/ S-S	Vinblastine inj. (Powder) 10 mg/vial	vial	Box of 10 vials
39.04/ S-S	Vincristine inj. 1 mg/vial	vial	Box of 10 vials
39.05(a)/ S-S	Cytosinearabioside inj. (powder) 500 mg. vial	vial	Carton of 10 vials
39.05(b)/ S-S	Cytosinearabioside inj. (powder) 100 mg/vial	vial	Carton of 10 vials
39.06/ S-S	Dacarbazine inj. (powder) 100 mg vial	vial	Carton of 10 vials
39.07(a)/ S-S	Etoposide cap. 100 mg.	strip of 10 tabs.	Carton of 10 strips
39.07(b)/ S-S	Etoposide inj. 20 mg/ml in 5 ml amp.	box of 10 ampoules	Carton of 10 boxes
39.08(a)/ S-S	Calcium folinate 15 mg tab	strip of 10 tabs.	Carton of 10 strips
39.08(b)/ S-S	Calcium folinate inj. 3 mg/ml in 10 ml ampoule	box of 10 amp	Carton of 10 boxes
39.09(a)/ S-S	Doxorubicin inj. 10 mg vial	vial	Box of 10 vials
39.09(b)/ S-S	Doxorubicin inj. 50 mg. vial	vial	Box of 10 vials
39.10(a)/ S-S	Cisplatin inj. 10 mg/vial	vial	Box of 10 vials
39.10(b) S-S	Cisplatin inj. 50 mg/vial	vial	Box of 10 vials
39.11/ S-S	Bleomycin sulphate inj. 15 mg/vial	vial	Box of 10 vials
39.12(a)/ S-S	Azathioprine 50 mg tab.	strip of 10 tabs.	Carton of 10 strips
39.12(b)/ S-S	Azathioprine inj. (powder) 50 mg/vial	box of 10 vials	Carton of 10 boxes
39.13/ S-S	6-Mecaptopurine 50 mg tab.	container of 25	Carton of 10 containers

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
(OO) Vitamins, minerals and nutrients			
40.01(a)/ P-1(a)	Vitamin A 100000 I.u./ml ampoule	box of 20 amps.	Carton of 10 boxes
40.01(b)/ P-1(a)	Vitamin-A cap/tab. 50000 I. V.	box of 10 tab/cap.	Carton of 10 boxes
40.02/ P-1	Nicotinic acid 50 mg. tab.	container of 100	Carton of 10 containers
40.03/ P-1	Pyridoxine hydrochloride 50 mg cap./tab.	container of 50	Carton of 10 containers
40.04/ P-1	Riboflavine 5 mg tab.	container of 100	Carton of 10 containers
40.05(a)/ P-1	Vitamin B Complex	bottle of 500 tabs.	Carton of 10 bottles
40.05(b)/ P-1	Vitamin B Complex inj. 10 ml/vial	box of 20 vials	Carton of 10 boxes

(PP) Antiseptic disinfectants

41.01(a)	Antiseptic lotion 5-15% cetrimide + 8% chlorhexidine combination	500 ml. bottle	Carton of 10 bottle.
41.01(b)	-Do-	container of 5 lit res	containers
41.02(a)	Glutaraldehyde solution 2% for instrument sterilization	500 ml. bottle./	Carton of 10 bottle./
41.02(b)	-Do-	container of 5 lit res	containers
41.03/	Cresol with soap solution 50%	container of 5 litres	Container
41.04(a)/	Bleaching powder (contain- ing 33% of available chlorine	25 kg bag	bag/bag MS/Bag/Drum.
41.04(b)/	-Do-	50 kg drum	Drum
41.05(a)/	Phenyle (RW coeff 5-7)	500 ml bottle	bottle
41.05(b)	-Do-	5 lit. container./	5 lit. container.

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
41.06/	Gentian violet 25 g	Bottle of 25 g	Carton of 10 bottles
41.07/	Compound tincture of benzoin	500 ml bottle	Carton of 10 bottles
41.08/	Potassium permanganate crystals 50g.	bottle	Carton of 10 bottles
41.09/	Formalin (40% solution)	bottle of 500 ml	Carton of 10 bottles
41.10/	Formaldehyde tab.	bottle of 100 tabs.	Carton of 10 bottles
41.11/	Povidone iodine solution 5%	100 ml bottles	Carton of 50 bottles

(QQ) Radiocontrast media

42.01/	Barium sulphate (X'ray quality) original pack	tin/packet of	Carton of 10 packets
42.02/	Iopanoic acid 500 mg tab. for oral cholecystography	strip of 6 tabs.	Packet of 10 strips.
42.03/	Meglumine iothalamate inj. 60% solution	20 ml ampoule	Carton of 20 ampoules
42.04(a)/	Sodium diatrizoate 1600 mg + Meglumin diatrizoate 10400 mg	20 ml ampoule	Carton of 10 x 20 ml
42.04(b)/	Sodium diatrizoate 200 mg + Meglumin diatrizoate 13200 inj.	20 ml ampoule.	Carton of 10 x 20 ml
42.05/	Iohexol non ionic contrast inj for coronary angiography	20 ml ampoule	Carton of 10 x 20 ml

(RR) Miscellaneous

43.01/	Purified water I.P. for Sterilizers	jar of 5 litre	jar of 5 lit.
43.02/	Pyrogen-free triple distilled water I.P. for intra operative use after sterilization	bottle/jar of 1 litre	Bottle/Jar of 1 lit.
43.03/	Rectified spirit I.P. 95% proof	500 ml bottle	Carton of 10 bottles
43.04/	Absolute alcohol	bottle of 500 ml	Carton of 10 bottles
43.05/	Acriflavine	bottle of 25g	Carton of 10 bottles

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
43.06/	Liquid paraffin (heavy)	bottle of 500 ml	Carton of 10 bottles
43.07/	Liquid paraffin (light)	bottle of 500 ml	Carton of 20 bottles
43.08/	tincture compound cardamom	bottle of 500 ml	Carton of 10 bottles
43.09/	Sodium bicarbonate I. P.	packet of 1 kg	Carton of 10 containers
43.10/	Yellow soft paraffin I. P.	tin of 2.5 kg.	tin of 2.5 kg.
43.11/	Methylated spirit	bottle of 500 ml	Carton of 10 bottles
43.12/	Potassium citrate I. P.	container of 500g	Carton of 10 containers
43.13/	Potassium chloride I. P.	bottle of 500 g	Carton of 20 bottles
43.14/	Sodium chloride I. P.	packet/bottle of 500 g	Carton of 20 packets/ bottles
43.15/	Dextrose I. P.	packet/bottle of 500g	Carton of 20 packets/ bottles
43.16/	Sodium citrate I. P.	packet of 500g	Carton of 20 packet/ bottles
43.17/	Ammonium chloride I. P.	packet/bottle of 500 g	Carton of 20 packet/ bottles
43.18/	Ephedrine hydrochloride I. P.	100g phial	Box of 10 phials
43.19/	Homatropine hydrobromide I. P./B. P.	10g vial	Carton of 10 vials
43.20/	Liquefied phenol I. P.	bottle of 500 ml.	Carton of 10 bottles
43.22/	Magnesium sulphate I. P.	packet of 500g	Carton of 10 packets
43.23/	Magnesium carbonate I. P.	packet of 500g	Carton of 10 packets
43.24/	Aromatic spirit of ammonia	bottle of 500 ml	Carton of 10 bottles
43.25/	Sodium salicylate I. P.	packet of 500g	Carton of 10 packets
43.26	Developer (X-ray film)	9 litre	Container of 9 litre
43.27	Fixer (x-ray film)	9 litre	Container of 9 litre

**List of items of Equipments now treated as items of Drugs
Since this items fall under the purview of Drug Licence**

Item No.	Articles	Accounting unit	ISI Number	Remarks
44.01	Intravenous cannula Teflon polythene (Disposable)	Each		
44.02	Intsuvenous cannula for buby			
Ligatures and Sutures				
45.01	Catgut, sterilized, medium Chromic No. 2/0	Box of 12		
45.02	Catgut, sterilized, medium chromic No. 0	"		
45.03	Catgut, sterilized, medium chromic No. 1	"		
45.04	Catgut, sterilized, with a traumatic 3/8 circle needle, 40 mm., No. 2/0	"		
45.05	Catgut 'O' sterilized chromic with a traumatic 1/2 circle needle round-bodied cutting tapering end-40 mm.	"		
46.01	Nylon in hank of 100 strands, fine	Hank		
46.02	Nylon in hank, of 100 strands, Coarse	"		
47.01	Virgin silk, size 8/0, 3/8 circle spatulated micro point needle 6 mm	Dozen		
47.02	Suture silk, black fine in reels of 22 mtrs. Size 4/0.	Box of 6		
47.03	Suture silk, black fine in reels of 22 mtrs. Size 3/0.	"		
47.04	Suture silk, black fine in reels of 22 mtrs. Size 2/0.	"		

Item No.	Articles	Accounting unit	ISI Number	Remarks
47.05	Suture silk, black fine in reels of 22 mtrs. Size 1/0.	Box of 6		
47.06	Suture silk, black fine in reels of 22 mtrs size 1.	"		
48.01	Needle Suture, round body, half circle for using catgut, 9 sizes : 2, 4, 6, 8, 10, 12, 14, 16, 18 and 20, D. B. 469/F	Pack of 12		
48.02	Needles suture, triangular, cutting 3/8 circle 9 sizes 2, 4, 6, 8, 10, 12, 14, 16 and 18.	"		
48.03	(a) Needle, suture, triangular, cutting 1/2 circle 15 sizes : 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28 and 30.	Dozen		
48.04	Needle, suture, triangular cutting straight, 15 cm, 18 cm, 20 cm and 22.5 cm	"		
49.01	Needle, holder, hegar's (Sim's), straight, 15 cm, 18 cm., 20 cm and 22.5 cm	Each		
49.02	Needle, holder, Sim's curved 19 cm	"		
50.00	"79 Scissors, stich cutting	"		
51.00	Disposable plastic syringe 2 ml, 5 ml, 10 ml, and 20 ml, with needle, gauze 23, 21, 19 sterilised	Each		
52.00	Disposable plastic, mounted needles (18 to 26) or in equivalent length and gauze sterilised	Polythene packet of 12		
53.00	Saline apparatus complete with sharp needle, Murphy's drip connections, straight glass connection, screw clips fitted to medical grade transparent polythene tube (sterilised) in strong C. B. case.	Each Set		

Item No.	Articles	Accounting unit	ISI Number	Remarks
54.01	Infusion Pump	Each		
54.02	Infusion pump with timer.	"		
55.00	Micropore surgical tape 1 cm, 2.5 cm, 5 cm, 7.5 cm	"		
56.01	Adhesive Plaster, Plain, 5 cm x 10 metre	Tube of 6 rolls		
56.02	Adhesive Plaster, Plain, 7.5 cm x 10 metre	Tube of 4 rolls		
56.03	Adhesive Plaster, plain, 10 cm x 10 metre	Tube of 3 rolls		
56.04	Cotton Absorbent 400 nett.	Pkts.		
56.05	Scalp vein infusion set for intravenous drip with needle size 19, 20, 21, 22, 23, 24	Each Set		
57.01	Blood transfusion apparatus (B. T. Set) (sterilised by gamma irradiation) made of colourless transparent plastic tube (Medical grade)	Each set		
57.02	-Do- for paediatric use (The above type B. T. Set with transparent plastic cylinder 50 ml. size graduated at interval of 5 ml. with a top narrow short tube outlet. The needle will be thinner & suitable for the purpose (as per sample kept either in C.M.S. or C.B.B.)			
BT(C)	Cannula for blood collection sets (as per sample kept at Central Blood Bank)	No		
BT(D)	Drip bulb, glass for blood transfusion sets (as per sample kept at central Blood Bank)	Dozen		

Item No.	Articles	Accounting unit	ISI Number	Remarks
58.01	Plastic bag fitted with blood collection set properly sealed sterilised (quality control admitted), having 350 ml. capacity containing CPDA Anticoagulent solution (as per sample in C. B. B.) with metal clips as per ISO Std.	Each Bag		
58.02	-Do- 100 ml capacity, ISO Std.			
58.03	Double bag with C.P.D.A. as above with metal clip 350 ml as per ISO Std.	"		
58.04	Triple bag with C.P.D. As above with metal clip as per ISO Std.	"		

Item No.	Articles	Accounting unit
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Laboratory Chemicals

L01	Acid hydrochloric L. G. 500 ml.	Bottle 2.5 litre
L02	Zinc Sulphate L. G.	" 500gm
L03	Folin & Ciocalteu phenol reagent	" 500 ml
L04	Acid orthophosphoric A. G. 500 ml	" 500 ml
L05	Acid molybdic A. G. 100 g	" 100 gm
L06	Acid nitric L. G. 500 ml	" 2.5 lit
L06	Acid orthophosphoric 85 p.c. A. G. 500 g	" 500 m
L07	Acid phosphomolybdic A. G. 25 g.	" 25 gm
L08	Acid sulphuric L. G. 500 gm./ml.	" 2.5 lit/500 ml
L09	Anti-immunoglobulin Antiserum 1 ml	1 HL.
L09	(a) Monospecific Anti IgA Antiserum 1 ml	
L09	(b) Monospecific Anti IgG Antiserum 1 ml	
L09	(c) Monospecific Anti igH Antiserum 1 ml	
L09	(d) IgH Antiserum for chlamydia 50 test Kit	
L09	(e) IgG Antiserum for Chlamydia 50 test Kit	
L09	(f) IgH for Toxoplasma 50 test Kit	
L09	(g) IgG for Toxoplasma 50 test Kit	
L 110	(i) HIV-ELISA test Kit for 96 wells	
	(j) HIV-Western blot test kit for 20 tests.	

Item No.	Articles	Accounting unit
L 10	Blood Group Antiserum	Bottle
L 11	(a) Brain Heart Infusion Agar 100 g./500 g	
L 12	(b) Brain Heart Infusion Broth, 100 g./500 g	
L 13	Calcium Chloride Fused Granules L. G. 500 g	Bottle 500 gm
L 14	Chloroform A. G. 500 g	" 2.5 lit
L 15	Collodion (Pure) 25 g	"
L 16	Copper sulphate (granular crystal) L. G. 500 g	
L 17	Diacetyl monoxime L. G. 100 g	" 100 gm
L 18	Diagnostic Kits for—(one kit for No. of test).	
	(i) Acid Phosphatase	
	(ii) Alkaline Phosphatase	16 × 5 ml
	(iii) Amylase	
	(iv) CPK	
	(v) SGOT	1 × 120 ml
	(vi) SGPT	1 × 120 ml
	(vii) LDH	
	(viii) Glucose	600 ml/2400 ml
	(ix) Total Protein	2 × 100 ml
	(x) Uric Acid	10 × 10 ml
	(xi) Cholesterol	2 × 125 ml
	(xii) Serum bilirubin	2 × 125 ml
	(xiii) Urea	2 × 80 ml
	(xiv) Albumin	2 × 100 ml
	(xv) Creatinine	
	(xvi) Glycosylated Heamoglobin	
	(xvii) Lipase	
	(xviii) Chloride	

Item No.	Articles	Accounting unit	
	(xix) Triglyceride	4 × 11 ml	
	(xx) CPK		
	(xxi) Echinococcosis-Elisa		
	(xxiii) Campylobacter Pylori		
	(xxiv) FDPS		
	(xxv) PTTK		
	(xxvi) Anti nuclear factor		
	(xxvii) Anti DSDNA		
	(xxviii) Fibrinogen assay Kit.		
	(xxix) Glucose-6-phosphate dehydrogenase-Kit.		
	(xxx) Hepatitis C—Total antibody 1g. G/1g To pl Antibody	96 wells	
	Anti HBC 1 gM.	96 wells	
	(xxxi) Hepatitis B—antibody (50/100 Kits.)	Anti HBS	96 wells
L 19	Disodium hydrogen phosphate A. G. 500 g	Bottle	500 gm
L 20	Eosin (water and alcohol soluble) 5 g	"	5 gm
L 21	Ether solvent L. G. 500 ml	"	500 ml/2 ¹ / ₂ lit
L 22	Ferric chloride (Anhydrous) A. G. 100 g	"	500 gm/100 gm
L 23	Indicator-paper (Universal), Strips.		
L 24	Indicator-paper narrow range pH 3.0 to 6.5		
L 25	Indicator-paper (wide range) pH 5.5 to 10.5		
L 26	Methyl alcohol 500 ml	Bottle	500 ml/2 ¹ / ₂ lit
L 27	Nessler's reagent 100 ml	"	100 ml/500 ml
L 26	Potassium dichromate L. G. 500 g	"	500 gm

Item No.	Articles	Accounting unit	
L 29	Potassium hydroxide (globules) A. G. 500 g	Bottle	500 gm
L 30	Potassium oxalate A. G. 500 g	"	500 gm
L 31(f)	HBsAg (Hepatitis B surface antigen) latex kit.	"	500 gm
L 32(h)	Widal antigen (S typhi, Para typhi A & B)— 50 ml x 4 kit.		
L 33	Sodium bicarbonate A. G. 500 g	"	500 gm
L 34	Sodium Carbonate (anhydrous) A. G. 500 g	"	500 gm
L 35	Sodium Fluoride 100 g	"	500 gm/100 gm
L 36	Sodium hydroxide (globules/ pellets/flakes) L. G. 500 g	"	500 gm
L 37	Sodium Potassium tartrate A. G. 500 g	"	500 gm
L 38	Sodium sulphate (Anhydrous) A. G. 500 g	"	500 gm
L 39	Sodium sulphate L. G. 500 g	"	500 gm
L 40	Sodium Tangstate A. G. 500 g	"	500 gm
L 41	Ureas tab. A. G. 10 Tab.	"	500 gm
L 42	Kits for 13, T4, TSH	Strip of 10 x 10 tabs	
L 43	Perchloric acid :	"	500 ml
L 44	Pyridine :	"	500 ml/1lit
L 45	MetalicZinc (assenictw) :	"	500 gm
L 46	SDDC (Silver diethyl diethiocerbemet) :	"	5 gm/10 gm
L 47	Sodium nitrite :	"	500 gm

Government of West Bengal
Directorate of Health Services
Central Medical Stores
141, Acharya Jagadish Ch. Bose Road, Cal - 14

DELETION - 2000

(From the Catalogue of Drugs & Chemical 1999)
(E) Antidotes and other substances used in poisoning

Cat.No.	Nomenclature with Description	Accounting unit	Packing.
4.02/S	Nalorphine hydrochloride inj.10 mg/amps (L) <u>Anti-bacterial Drugs</u>	Box of 10 ampoules	Carton of 10 boxes.
11.07(b)/S	Chloramphenicol 40% syrup (M) <u>Anti-tuberculosis Drugs</u>	Bottle	Carton of 10 bottles.
12.08(b)/P-1	INH 150 mg + Rifampicin 225 + pyrazinamide 750 mg. (V) <u>Antacid and Anti-ulcer Drugs.</u>	Strips of 4 tabs.	Carton of 10 strips.
24.01(a)/P-1	Combined gastric antacid tabs (Aluminium hydroxide + magnesium hydroxide) (Total salts being not less than 500 mg) (W) <u>Anti-emetics</u>	Container of 500 tabs	Carton of 10 conts.
25.02(b)/S.S	Metoclopramide inj.10 mg 2 ml amp. (CC) <u>Anti-diabetic & related Drugs</u>	Box of 10 amps	Carton of 10 boxes
31.04/S	Glucagon inj.1 mg in ampoules (GG) <u>Drugs used in Obstetrics & Gynaecology.</u>	Box of 10 amps.	Carton of 10 boxes.
35.01(a)/P-1	Ergometrine maleate inj.0.5 mg/ml in ampoules	Box of 25 ampoules	Carton of 4 boxes

List of items now excluded from the purview of
Drug License.

44.01	Intravenous cannula Teflon polythene (Disposable)	Each
44.02	Intravenous cannula for baby	Each
49.01	Needle holder hegar's (Sim's) straight 15 cm 18 cm 20 cm and 22.5 cm "	
49.02	Needle holder Sim's curved 19 cm	Each
50.00	"79 Scissors, stitch cutting	Each
54.01	Infusion Pump	Each
54.02	Infusion pump with timer	Each

List of items now excluded from the purview of
Drug License.

Grey.
02.01.2001

21/1/2001
Dy. D. H. S. (E & S)
West Bengal.

CONTD..

List of items for Use at all Levels of Health Care

1	2	3	4
4	Bandages		
51.00	Disposable Plastic Syringe 2 ml, 5 ml, 10 ml and 20 ml with needle gauge. 23, 21, 19 sterilised		
53.00	Saline apparatus complete with sharp needle C.B. Case.		
56.05	Scalp vein infusion set for intravenous drip with needle size 19, 20, 21, 22, 23, 24		

CORRECTION

(From the Cat of Drugs + ca 1999)

1.38.04(b)/P-1 should read as 38.05(b)/P-1

2.38.05(b)/S. should read as 38.05(d)/S.

Crux
02.01.2001

Milan

~~2/1/2001~~

Dy. D. H. S. (E & S)
West Bengal.

Government of West Bengal
Directorate of Health Services
Central Medical Stores
141, Acharya Jagadish Ch. Bose Road, Cal - 14

Catalogue of Drugs & Chemicals
(With their specifications)

ADDENDUM-2000
(with the Catalogue of Drugs & Chemicals 1999)
(A) Anaesthetics(General)

Cat No.	Nomenclature with Description	Accounting Unit	Packing.
1.07/S	Oxygen I.P.	6230 ltr.	Cylinder.
(C) Analgesics, Antipyretics, Non-steroidal/inflammatory and Anti-sput Drugs.			
2.02(a/ P-1	Paracetamol suspension (125 mg/5 ml)	Phial of 50 ml.	Cart of 20 Phials.
(E) Antidotes and other substances used in poisoning.			
4.07/ S-S	Cap. Penicillamine 250 mg.	Cont of 100 cap	Cart of 10 boxes.
4.08/ S-S	Pralidoxime Inj.	Ampoule	Cart of 10 Ampoules.
(L) Anti-bacterial Drugs.			
11.01(B)/ P-1	Benzathene Penicillin 12 lacs Units vial	Vial	Box of 100 vials
11.02(c)/ P-1	Sulphamethoxazole 100 mg and Trimethoprim 20 mg suspension 5 ml.	Phial of 50 ml.	Cart of 10 phials.
11.02(d)/ P-1	Sulphamethoxazole 40 mg and Trimethoprim 80 mg combined tab.	Strip of 10 tabs.	Cart of 10 strips.
11.03(a)/ P-1	Amoxycillin 250 mg capsules/tab	Strip of 10 capsules/tabs	Carton of 10 strips
11.03(b)/ P-1	Amoxycillin 125 mg Kid-tab.	Strips of 10 tabs	Cart of 10 strips.

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(P) Anti Anaemic Drugs.

15.03/ P-1	Iron 100 mg : Folic Acid tab. 0.5 mg	Cont of 500 tabs.	Cart of 20 conts.
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(R) Blood products and substitutes

12.02/S	Polygeline injectable solution (3.5% - 4%)	Bottle of 500 ml	Cart of 10 bottles
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(U) Diuretics

23.02/S	Mannitol Inj. 20% Solution	bottle of 500 ml	Cart of 10 bottles.
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(V) Antacid and Anti-ulcer Drugs

24.03/S	Famotidine 20 mg tab.	Strip of . 10 tabs	Cart of 10 strips
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24.04/T	Omeprazole 20 mg tab/cap	Strip of 10 Cap/tab.	Cart of 10 strips
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(AA) Sex Hormones

29.05(a) S-S	Tamoxifen citrate 10 mg tabs	Strip of 10 tabs	Cart of 10 strips
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(MM) Solutions correcting water electrolyte
and acid-based disturbance

38.04(a) P-1	Ringers lactate solution	540 ml in glass bottle	Cart of 20 bottles.
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38.05(a) P-1	Dextrose inj 5% bot (280 MOSM/L) isotonic	540 ml in glass bottle	Cart of 20 bottles.
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(NN) Anti-neoplastic immunosuppressive &
Allied Drugs.

39.04(a) S-S	Vincristine Inj. 1 mg/vial without preservative	Vial	Box of 10 vials
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39.14/ S-S	Flurourocil 250 mg in 5 ml Amp.	Box of 10 amps	Cart of 10 boxes
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39.15(a) S-S	Methotrexate 50 mg in 2 ml amps	Box of 10 amps	Cart of 10 boxrs.
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39.15(b)/S-S	Tab. Methotrexate 2.5 mg	Strip of 10 tabs	Cart of 10 strips.
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contd.:

(3)
(PP) Antiseptic Disinfectants.

41.12/ P-1	Halazone 4 mg tabs.	Cart of 500 tabs.	Cart of 20 conts.
41.13/ P-1	Antiseptic lotion containing Benzalkonium Chloride 2%	5 lt.	5 lt. container
41.13(a) P-1	Antiseptic lotion containing Chlorhexidine 5% soln.	5 lt.	5 lt. container
41.15/ P-1	Mercurochrome 25 g	Bottle of 25 g.	Cart of 10 bts.

List of items of Equipments now treated as items of Drugs
Since this items fall under the purview of Drugs License

45.05 A-1,	Poly lactin, sterile, Suture 20 mm circle cutting needle 90 cm 3-0	Box of 12	
45.05 (A-II)	Polyglactin, sterile, suture 22 mm circle cutting needle 90 cm 3/0 round bodied.	Box of 12	
45.05A (A-III)	Polyglactin sterile, suture ^{30 mm} circle bodied needle 90 cm 2/0	Box of 12	
45.05 (A-IV)	Polyglactin, sterile, Suture 30 mm $\frac{1}{2}$ circle round bodied needle 90 cm I/O	Box of 12	
45.05 (A-V)	Polyglactin, sterile, suture 30 mm $\frac{1}{2}$ circle round bodied needle 90 cm I	Box of 12	
52.01	Blood lancet for M.P. Test	Single	Box of 100 lancet
59.01	Plaster of Paris Bandage	10 cm x 3 mts	Box of 10 roles
59.02	Plaster of Paris Bandage	15 cm x 3 mts	Box of 10 roles roles
59.03	Plaster of Paris	5 kg tin	5 kg tin
60.01	Gauge sterilized in packets	91 cm x 15 cm	Pkts of 12
60.02	Paraffin gauge sterilized in packets.	10 cm x 10 cm	Box of 20

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Standard Bidding Documents

Procurement of Goods



The World Bank

January 1995

Revised March 2000

This revised February 2000 edition of the SBD accounts for editorial corrections and incorporates the text of previous corrigenda. In addition, Clause 33 of the Instructions to Bidders, Notification of Award, includes a debriefing provision that dictates that unsuccessful bidders who query must receive a written response from the Purchaser detailing the reasons their bids were rejected. Clause 28 of the General Conditions of Contract (GCC), Resolution of Disputes, has been revised to specify that disputes which the parties have failed to resolve by mutual consultation, shall be referred to international arbitration. The corresponding Clause 28 of the Special Conditions of Contract (SCC) now proposes for the Purchaser's consideration the *Rules of Arbitration of the International Chamber of Commerce*, the *Rules of London Court of International Arbitration*, and the *Rules of Arbitration Institute of the Stockholm Chamber of Commerce* as alternatives rules to govern the arbitration proceedings, in addition to the *Rules of the United Nations Commission on International Trade Law* (UNCITRAL). A new Clause 29 on Limitation of Liability was also introduced to the GCC. To address the common errors and inconsistencies of bidders in calculating the Bid Validity Period, the Bid Form no longer requires bidders to fill-in a time period for bid validity, but instead makes a cross-reference to Clause 16.1, Period of Validity of Bids, of the Bid Data Sheet. The Bid Form also requires that bidders certify their continuous compliance with the eligibility requirements of the bidding documents.

Preface

These Standard Bidding Documents (SBD) have been prepared by the World Bank for use by borrowers and their implementing agencies in the procurement of goods through International Competitive Bidding (ICB). The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in projects that are financed in whole or in part by the World Bank in accordance with the provisions of the latest edition of *Guidelines: Procurement under IBRD Loans and IDA Credits*.

In order to simplify the preparation of bidding documents for each procurement, the SBD groups the provisions that are intended to be used unchanged in Section II, Instructions to Bidders, and in Section IV, General Conditions of Contract. Data and provisions specific to each procurement and contract should be included in Section III, Bid Data Sheet; Section V, Special Conditions of Contract; Section VI, Schedule of Requirements; and Section VII, Technical Specifications. The forms to be used are provided in Section I, Invitation for Bids, and in Section VIII, Sample Forms.

Care should be taken to check the relevance of the provisions of the SBD against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Purchaser or the person drafting the bidding documents. They shall *not* be included in the final documents, except for the notes introducing Section VIII, Forms, where the information is useful for the Bidder.

- (a) Specific details, such as the "name of the Purchaser" and "address for bid submission," should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- (b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.
- (c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Purchaser should strictly follow. The final document should contain no footnotes.

- (d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 26.4 and 26.5, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.
- (e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Purchaser for each procurement.
- (f) The forms provided in Section VIII should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) (see paragraph 2.8 of *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995, revised January and August 1996, September 1997, and January 1999) shall be issued as

- (a) an advertisement in at least one newspaper of general circulation in the Borrower's country and in the official gazette, if any;
- (b) an advertisement in *Development Business* and/or well-known technical magazines, for large, specialized, or important contracts;
- (c) a letter addressed to interested bidders who, following the publication of the General Procurement Notice, have expressed interest in bidding for the goods for which the invitation is issued; and
- (d) optionally, a circular to consular or diplomatic representatives of countries with potential bidders.

The Invitation for Bids provides information that enables potential bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria (for example, the application of a margin of preference in bid evaluation) or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued).

The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

Invitation for Bids

[Name of Country]

[Name of Project]

BRIEF DESCRIPTION OF GOODS [WORKS]

Loan [Credit] No.

1. This invitation for bids follows the general procurement notice for this project that appeared in *Development Business*, issue no. [insert number] of [insert date].¹
2. The [insert name of borrower] [has received/has applied for/intends to apply for] a [loan/credit] from the [International Bank for Reconstruction and Development/International Development Association] 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
3. The [insert name of implementing agency] now invites sealed bids from eligible bidders for [insert brief description of goods or works to be procured].^{3,4}
4. Bidding will be conducted through the international competitive bidding procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits*, and is open to all bidders from eligible source countries as defined in the Guidelines.⁵
5. Interested eligible bidders may obtain further information from [insert name of agency] and inspect the bidding documents at the address given below [state address at end of document] from [insert office hours].⁶
6. A complete set of bidding documents in [insert name of language] may be purchased by interested bidders on the submission of a written application to the address below [state address at the end of document] and upon payment of a nonrefundable fee⁷ [insert amount in local currency] or in [insert amount in specified convertible currency]. The method of payment will be [insert method of payment].⁸ The document will be sent by [insert delivery procedure].⁹
7. Bids must be delivered to the address below [state address at the end of document] at or before [insert time and date]. All bids must be accompanied by a bid security of [insert amount in local currency or minimum percentage of bid price] or an equivalent amount in a freely convertible currency.¹⁰ Late bids will be rejected. Bids will be opened in the

presence of the bidders' representatives who choose to attend at the address below *[state address at end of document]* at *[insert time and date]*.¹¹

[Insert name of office].

[Insert name of officer].

[Insert postal address] and/or [Insert street address].

[Insert telephone number, indicate country and city code].

[Insert facsimile or cable number].

Notes

1. Day, month, year, for example, 31 January 1996.
2. *[Insert if applicable]*. This contract will be jointly financed by *[insert name of cofinancing agency]*. Bidding will be governed by the World Bank's eligibility rules and procedures.
3. A brief description of the type(s) of goods or works should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation. Bidding documents may require bidders to have specific experience or capabilities; such restrictions should also be included in this paragraph.
4. *[Insert if applicable.]* The delivery/construction period is *[insert no. of days/months/years or dates]*.
5. Occasionally, contracts may be financed out of special funds that would further restrict eligibility to a particular group of member countries. When this is the case, it should be mentioned in this paragraph. Also indicate any margin of preference that may be granted as specified in the Loan or Credit Agreement and set forth in the bidding documents.
6. For example, 0900 to 1200 hours.
7. The fee, to defray printing and mailing/shipping costs, should be nominal.
8. For example, cashier's check, direct deposit to specified account no., etc.
9. The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery.
10. The amount of bid security should be stated as a fixed amount or as a minimum percentage of the bid price. Alternatively, if a bid security is not required (often the case in supply contracts), the paragraph should so state.
11. The office for bid opening may not necessarily be the same as that for inspection or issuance of documents or for bid submission. If they differ, each address must appear at the end of paragraph 7 and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. Only one office and its address may be specified for submission of bids, and this location should be as close as possible to the place where bids will be opened to shorten the time between bid submission and bid opening.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail information or requirements included in Section II and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV, General Conditions of Contract, and/or Section V, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Purchaser, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

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Instructions to Bidders

A. Introduction

1. Source of Funds

- 1.1 The Borrower named in the **Bid Data Sheet** has applied for or received a loan or credit (hereinafter called "loan") from the International Bank for Reconstruction and Development or from the International Development Association (as identified in the Bid Data Sheet and hereinafter interchangeably called "the Bank") in various currencies equivalent to the U.S. dollar amount indicated in the **Bid Data Sheet** towards the cost of the Project specified in the **Bid Data Sheet**. The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Invitation for Bids is issued.
- 1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2. Eligible Bidders

- 2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995, revised January and August 1996, September 1997, and January 1999, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter.
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

- 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
- 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.
3. **Eligible Goods and Services**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *IBRD Guidelines for Procurement*, and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized 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 Bidder.
4. **Cost of Bidding**
- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet**, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. **Content of Bidding Documents**
- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
- (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements
 - (f) Technical Specifications

- (g) Bid Form and Price Schedules
- (h) Bid Security Form
- (i) Contract Form
- (j) Performance Security Form
- (k) Bank Guarantee Form for Advance Payment
- (l) Manufacturer's Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in the **Bid Data Sheet**. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. **Language of Bid**
- 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.
9. **Documents Constituting the Bid**
- 9.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and
 - (d) bid security furnished in accordance with ITB Clause 15.
10. **Bid Form**
- 10.1 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.
- 10.2 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 goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.

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

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

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (a) For goods offered from within the Purchaser's country:
 - (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
 - (A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;
 - or
 - (B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
 - (ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.
 - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet**.

- (iv) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.
- (b) For goods offered from abroad:
 - (i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Bid Data Sheet**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet**.
 - (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet**.
 - (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Bid Data Sheet**.
 - (v) the price of other (incidental) services, if any, listed in the **Bid Data Sheet**.

11.3 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.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Bid Data Sheet**. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

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 adjustment would be treated as zero.

12. Bid Currencies 12.1 Prices shall be quoted in the following currencies:

- (a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **Bid Data Sheet**.
- (b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any currency of a Bank member country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies. Bidders expressing their foreign currency requirements in any of the national currencies of the European Monetary Union or in euro should do so in accordance with the provisions of the **Bid Data Sheet**.

13. Documents
Establishing
Bidder's
Eligibility and
Qualification

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

- (c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the **Bid Data Sheet**.

**14. Documents
Establishing
Goods'
Eligibility and
Conformity to
Bidding
Documents**

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 14.2 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 which shall be confirmed by a certificate of origin issued at the time of shipment.
- 14.3 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) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet**, following commencement of the use of the goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to

brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet**.
- 15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
 - (b) a cashier's or certified check.
- 15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.
- 15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.
- 15.7 The bid security may be forfeited:
 - (a) if a Bidder:

- (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or
- (ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 34; or
 - (ii) to furnish performance security in accordance with ITB Clause 35.

**16. Period of
Validity of
Bids**

- 16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.
- 16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

**17. Format and
Signing of Bid**

- 17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **Bid Data Sheet**, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 17.2 The original and the copy or copies of the bid 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. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

- 17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the **Bid Data Sheet**; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Bid Data Sheet**, pursuant to ITB Clause 22.1.
- 18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."
- 18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

- 19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the **Bid Data Sheet**.
- 19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and

obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

**21. Modification
and
Withdrawal of
Bids**

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

**22. Opening of
Bids by the
Purchaser**

22.1 The Purchaser will open all bids 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**. The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. 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 price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

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

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

**25. Conversion to
Single
Currency**

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

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

or

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

(c) With regard to Clauses 25.1 (a) and 25.1 (b) above, prices quoted in the national currencies of the EMU countries will be converted to euro by using the irrevocable fixed exchange rates between the former national currencies and the euro. The amounts in euro will then be converted to a single currency at the exchange rates established pursuant to Clause 25.2 and in accordance with the provisions of the **Bid Data Sheet**.

25.2 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**.

**26. Evaluation and
Comparison of
Bids**

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

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

(a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

- (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be 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.

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

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the **Bid Data Sheet**, and quantified in ITB Clause 26.5:

- (a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) the cost of components, mandatory spare parts, and service;
- (e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;
- (f) the projected operating and maintenance costs during the life of the equipment;
- (g) the performance and productivity of the equipment offered; and/or
- (h) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

- (a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) *Delivery schedule.*

- (i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. 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 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.

(c) *Deviation in payment schedule.*

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

or

- (ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, 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**.

(d) *Cost of spare parts.*

- (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet**, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

- (ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet**.

The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

- (iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet**, based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

- (e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

- (f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.

- (g) *Performance and productivity of the equipment.*

- (i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

or

- (ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and

adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

(h) *Specific additional criteria*

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

27. Domestic Preference

27.1 If the **Bid Data Sheet** so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 (a):

27.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules, pursuant to ITB Clauses 10 and 11.

27.3 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.

27.4 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) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;

or

(b) 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, if the customs duties and taxes exceed fifteen

(15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

28. Contacting the Purchaser

- 28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.
- 28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

29. Post-qualification

- 29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
- 29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Award Criteria

- 30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful 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.

- 31. Purchaser's Right to Vary Quantities at Time of Award**
- 31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
- 32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 32.1 The Purchaser reserves the right to accept or reject any bid, and 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.
- 33. Notification of Award**
- 33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
- 34. Signing of Contract**
- 34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.
- 34.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser
- 35. Performance Security**
- 35.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

**36. Corrupt or
Fraudulent
Practices**

36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "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 non-competitive levels and to deprive the Borrower of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Purchaser in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Section II, and has to be prepared for each specific procurement.

The Purchaser should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Purchaser, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

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 herein shall prevail over those in ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

Introduction	
ITB 1.1	Name of Borrower.
ITB 1.1	Loan or credit number. Loan or credit amount. <i>[when applicable]</i>
ITB 1.1	Name of Project.
ITB 1.1	Name of Contract. <i>[For a Project requiring similar but separate items of equipment specified in the Schedule of Requirements, bids may be invited under alternative contract options, and the Bidder should be allowed, at its option, to bid for individual contracts or for a group of similar contracts (package). The basis for bid evaluation and contract award, by item or package, shall be specified herein.]</i>
ITB 4.1	Name of Purchaser.
ITB 6.1	Purchaser's address, telephone, telex, and facsimile numbers.
ITB 8.1	Language of the bid. <i>[Insert "English," "French," or "Spanish".]</i>

Bid Price and Currency	
ITB 11.2 (a)	The price quoted shall be _____.
(iii), (iv) (optional)	<i>[Specify EXW and whether prices for inland transportation and price of incidental services, must be quoted in addition to EXW.]</i> <i>[The related provisions shall be reflected accordingly in SCC and Price Schedules.]</i>
ITB 11.2 (b)	The price quoted shall be _____.
(i)	<i>[Select, in accordance with the Schedule of Requirements, CIF named port of destination or CIP border point or CIP named place of destination.]</i>
(ii), (iii) (optional)	<i>[Specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITB Clause 11.2 (b) (ii) or (iii).]</i>

(iv), (v) (optional)	<p><i>[Specify whether prices for inland transportation and prices of incidental services, pursuant to ITB Clauses 11.2 (b) (iv) and (v), must be quoted in addition to the above CIF or CIP prices.]</i></p> <p><i>[The related provisions shall be reflected accordingly in SCC and Price Schedules.]</i></p>
ITB 11.5	<p>The price shall be fixed or the price shall be adjustable.</p> <p><i>[Delete the nonapplicable option.]</i></p>
ITB 12.1 (a)	<p><i>[If the Bidder is permitted to use foreign currencies for pricing and payment for goods and services from within the Purchaser's country, delete ITB Clause 12.1 (a), and state the following:]</i></p> <p>Clause 12.1 (a) is not applicable and Clause 12.1 (b) applies to all goods and services and the words "from outside the Purchaser's country" shall not apply.</p>
ITB 12.1 (b)	<p>Until December 31, 2001, bid prices may also be expressed in the former national currencies of the member countries of the European Monetary Union (the Austrian schilling, Belgian franc, Finnish markka, French franc, Deutsche mark, Irish pound, Italian lira, Luxembourg franc, Netherlands guilder, Portuguese escudo and Spanish peseta), although on January 1, 1999, the euro was substituted for these currencies.</p> <p><i>[For currency conversion concerning the national currencies of the EMU countries vis-a-vis the euro, see ITB 25.1(c).]</i></p>

Preparation and Submission of Bids

ITB 13.3 (d)	<p>Qualification requirements.</p> <p><i>[Specify, for example, requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued. The following requirement may also be specified:</i></p> <p><i>"If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as nonresponsive."]</i></p>
ITB 14.3 (b)	<p>Spare parts required for _____ [number] of years of operation.</p>
ITB 15.1	<p>Amount of bid security.</p> <p><i>[For small value purchases, bid security is not essential and may be dispensed with. If so, reference to ITB Clause 15.1 should be retained followed by the words "not required." In all other cases, the amount may be expressed either as a fixed amount or as an amount not less than a specified percentage of the</i></p>

	<i>Bidder's bid price, preferably the former. Bid security shall normally be around two (2) percent and in no case shall exceed five (5) percent of the bid amount.]</i>
ITB 16.1	<p>Bid validity period.</p> <p><i>[The period should be sufficient to permit completion of the evaluation, review of the recommended selection by the Bank (if so required), the obtainment of approvals, and notification of award. Normally, the validity should be ninety (90) days, or shorter for simple goods (e.g., materials). A realistic period should be specified in order to avoid the need for extension.]</i></p>
ITB 17.1	Number of copies.
ITB 18.2 (a)	Address for bid submission.
ITB 18.2 (b)	IFB title and number.
ITB 19.1	Deadline for bid submission.
ITB 22.1	<p>Time, date, and place for bid opening.</p> <p><i>[The date should be the same as for bid submission specified under ITB 19.1 above, and the time should also be the same as specified under ITB 19.1, or immediately thereafter.]</i></p>

Bid Evaluation	
ITB 25.1 (c)	<i>[On January 1, 1999, the euro was substituted for the currencies of the member countries of the European Monetary Union. From that date these currencies were irrevocably fixed vis-à-vis the euro. Until December 31, 2001, these currencies remain in existence as nondecimal subdenominations of the euro.]</i>
ITB 25.2	<p>Currency chosen for the purpose of converting to a common currency.</p> <p><i>[Specify either the local currency or a convertible currency, for example, U.S. dollars.]</i></p> <p>Source of exchange rate.</p> <p><i>[If the common currency is other than the local currency, for example, U.S. dollars, indicate the name of an internationally circulated newspaper that lists daily currency exchange rates (e.g., Financial Times), which will be used for converting prices in foreign currencies. For prices in local currency and if the common currency selected above is the local currency, specify either the Central Bank or a commercial bank in the Purchaser's country.]</i></p> <p>Date of exchange rate.</p> <p><i>[Select a date that shall not be earlier than four (4) weeks prior to the original deadline for the receipt of bids, specified in ITB Clause 22.1, and no later than the original date for expiry of the period of bid validity, specified in ITB Clause 16.1.]</i></p>

ITB 26.4	<p>Criteria for bid evaluation.</p> <p><i>[Select as appropriate from criteria listed in ITB Clause 26.4 (e.g., 26.4 (b) and (c)), and in the reference under ITB 26.5 below. Retain only the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 26.5 (b) (i) and (c) (ii)).]</i></p>
ITB 26.5 (a)	<p>Inland transportation from EXW/port of entry/border point to <i>[name of Project site(s)]</i>, and insurance and incidentals.</p> <p>Bidder shall furnish:</p> <ul style="list-style-type: none"> • estimated dimensions and shipping weight of each package. • approximate EXW/CIF/CIP value of each package. <p><i>[This information is not required when the Bidder is invited to submit a bid in accordance with ITB Clause 11.2 (a) (iii) or ITB Clause 11.2 (b) (iv).]</i></p>
ITB 26.5 (b)	<p>Delivery schedule.</p> <p>Relevant parameters in accordance with option selected:</p> <p>Option (i) adjustment expressed as a percentage,</p> <p>or</p> <p>Option (ii) adjustment expressed in an amount in the currency of bid evaluation,</p> <p>or</p> <p>Option (iii) adjustment expressed as a percentage</p> <p><i>[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be higher.]</i></p>
ITB 26.5 (c) (ii)	<p>Deviation in payment schedule.</p> <p>Annual interest rate.</p>
ITB 26.5 (d)	<p>Cost of spare parts.</p> <p><i>[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.]</i></p>
ITB 26.5 (e)	<p>Spare parts and after sales service facilities in the Purchaser's country.</p> <p><i>[Minimum service facilities and parts inventories or reference to the Technical Specifications.]</i></p>

ITB 26.5 (f)	<p>Operating and maintenance costs.</p> <p>Factors for calculation of the life cycle cost:</p> <ul style="list-style-type: none"> (i) number of years for life cycle <i>[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods];</i> (ii) operating costs <i>[e.g., fuel and/or other input, unit cost, and annual and total operational requirements];</i> (iii) maintenance costs <i>[e.g., spare parts—without duplication of above Clause 26.5 (d) requirements—and/or other inputs];</i> and (iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. <p>or</p> <p>Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents. <i>[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p>
ITB 26.5 (g)	<p>Performance and productivity of equipment.</p> <p><i>[Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]</i></p>
ITB 26.5 (h)	<p>Details of other factors to be used in the evaluation and their evaluation method or reference to the Technical Specifications.</p>
ITB 27	<p>Domestic preference to apply.</p> <p>or</p> <p>Domestic preference not applicable.</p> <p><i>[Delete the nonapplicable option.]</i></p>

Contract Award	
ITB 31.1	<p>Percentage for quantity increase or decrease.</p> <p><i>[Optional clause to be used only where appropriate. Normally should not exceed fifteen (15) percent.]</i></p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract in Section IV, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Section V.

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General Conditions of Contract

1. Definitions

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Purchaser" means the organization purchasing the Goods, as **named in SCC**.
- (h) "The Purchaser's country" is the country **named in SCC**.
- (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract and **named in SCC**.
- (j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

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

(l) "Day" means calendar day.

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|---|--|
| 2. Application | 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract. |
| 3. Country of Origin | <p>3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the SCC.</p> <p>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.</p> <p>3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.</p> |
| 4. Standards | 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution. |
| 5. Use of Contract Documents and Information; Inspection and Audit by the Bank | <p>5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.</p> <p>5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and</p> |

shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

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

6. Patent Rights

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

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC**.

- 7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or
- (b) a cashier's or certified check.

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

8. Inspections and Tests

- 8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be

conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.
- 8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 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.
- 9.2 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 SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

- 10.1 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 SCC.

10.2 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.

10.3 Documents to be submitted by the Supplier are **specified in SCC**.

11. Insurance

11.1 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**.

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

12. Transportation

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

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

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and

storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

- 12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

- 13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 13.2 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.

14. Spare Parts

14.1 As **specified in SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC**.

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace

the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.

- 15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in 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. If both the specified currency and, because of a membership in the European Monetary Union (EMU), the euro is valid in the country of the specified currency, payments may also be made in euro. In case the specified currency has ceased to be valid in the country of the specified currency because of a membership in the EMU, payments shall be made in the corresponding amount of the euro. The conversion of the amount of the specified currency into the euro shall in both cases be made in accordance with the statutory rate of conversion applicable in the country of the specified currency.

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 SCC** or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:

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

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

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

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

21. Subcontracts 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

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

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in 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 SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.

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

For the purpose of this clause:

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

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

- 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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.
- 25.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the

Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**26. Termination
for Insolvency**

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

**27. Termination
for
Convenience**

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

**28. Settlement of
Disputes**

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

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

28.2.1 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.

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

28.3 Notwithstanding any reference to arbitration herein,

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

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

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

30. Governing Language

30.1 The Contract shall be written in the language **specified in SCC**. Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

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

32. Notices

- 32.1 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 SCC**.
- 32.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

33. Taxes and Duties

- 33.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
- 33.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section III, the clauses in this Section V are intended to assist the Purchaser in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section V complement the General Conditions of Contract included in Section IV, specifying contractual requirements linked to the special circumstances of the Purchaser, the Purchaser's country, the sector, and the Goods purchased. In preparing Section V, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

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Special Conditions of Contract

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

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is:

GCC 1.1 (h)—The Purchaser's country is:

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (k)—The Project Site is: *[if applicable]*

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section IX of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement."

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: *[Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.]*

[The following provision should be used in the case of Goods having warranty obligations.]

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. Inspections and Tests (GCC Clause 8)

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

5. Packing (GCC Clause 9)

Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

6. Delivery and Documents (GCC Clause 10)

For Goods supplied from abroad:

Sample provision (CIF terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) original and ____ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and ____ copies of nonnegotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

[Other similar documents should be listed, depending upon the Incoterm retained.]

For Goods from within the Purchaser's country:***Sample Provision (EXW term)***

GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, railway receipt, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

GCC 11.1—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.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

9. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are:

Sample provision

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15)***Sample provision***

GCC 15.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

- (b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (_____).

[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 26.5 (f) or (g).]

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:

11. Payment (GCC Clause 16)***Sample provision***

GCC 16.1—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 (_____) [currency of the Contract Price] in the following manner:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

- (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.
- (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in _____ [currency] within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

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

Payment for Goods and Services supplied from within the Purchaser's country shall be made in _____ [currency], as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

12. Prices (GCC Clause 17)

Sample provision

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC.

[To be inserted only if price is subject to adjustment.]

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]

14. Settlement of Disputes (GCC Clause 28)

GCC 28.2.2—The rules of procedure for arbitration proceedings pursuant to GCC Clause 28.2 shall be as follows:

(a) *Contract with foreign Supplier:*

[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]

If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

GCC 28.2.2 (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.

If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:

GCC 28.2.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:

GCC 28.2.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall

be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:

GCC 28.2.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.

(b) *Contracts with Supplier national of the Purchaser's country:*

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

[The bidding documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Supplier who is a national of the Purchaser's country. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 28.2.2 in the bidding document.

"Clause 28.2.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 28.2.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country."

15. Governing Language (GCC Clause 30)

GCC 30.1—The Governing Language shall be:

16. Applicable Law (GCC Clause 31)

GCC 31.1—The Applicable Law shall be:

17. Notices (GCC Clause 32)

GCC 32.1—Purchaser's address for notice purposes:

—Supplier's address for notice purposes:

Attachment to SCC: Sample Price Adjustment Formula

Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$\Delta P = P_0 \left(a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

in which:

- ΔP = adjustment amount payable to the Supplier.
- P_0 = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a , b , and c shall be specified by the Purchaser in the bidding documents. The sum of the three coefficients should be one (1) in every application of the formula.

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = _____ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) Price adjustment will be applied only if the resulting increase or decrease is more than _____ percent of the Contract Price.

[Two (2) percent would be an acceptable percentage.]

- (b) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be

allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will however be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (c) The total adjustment under this clause shall be subject to a ceiling of plus or minus ____ percent of the Contract Price.

[Ten (10) percent would be an acceptable percentage.]

- (d) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (e) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section VI. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VIII. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 31.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that “delivery” takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.¹

Number	Description	Quantity	Delivery schedule (shipment) in weeks/months from _____ ²
--------	-------------	----------	---

¹ The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.

² The Purchaser must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of Letter of Credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Purchaser without qualifying their bids. In the context of International Competitive Bidding (ICB), the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged by the Bank. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region,

other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent."

Where appropriate, drawings, including site plans as required, may be furnished by the Purchaser with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Purchaser during contract execution.

Technical Specifications

[Text of Technical Specifications to be inserted in the bidding documents by the Purchaser, as applicable.]

Section VIII. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c)), spare parts pursuant to ITB Clause 26.3 (d), or quantity variations pursuant to ITB Clause 31. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

Sample Forms

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5. Bank Guarantee Form for Advance Payment	80
6. Manufacturer's Authorization Form	81

1. Bid Form and Price Schedules

Date: _____
 Loan N°: _____
 IFB N°: _____

To: *[name and address of Purchaser]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and 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 will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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")		

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

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

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this _____ day of _____ 19_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule for Goods Offered from Abroad (Group C bids)

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

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price ² FOB or FCA port or place of loading (specify port or place) ¹	Unit price ² CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price ² of inland delivery to final destination and unit price of other incidental services ³

1. Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.

2. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.

3. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

**Price Schedule for Domestic Goods Offered from within the Purchaser's
Country**
(Group A and Group B bids)

Name of Bidder _____ IFB Number _____ Page of _____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price ¹ EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices ¹ per item final destination and unit price of other incidental services ³	Sales and other taxes payable if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include 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 item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

2. Indicated as a percentage of the EXW price.

3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 19 ____.

THE CONDITIONS of this obligation are:

1. If the Bidder
 - (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of _____ 19____ between [name of Purchaser] of [country of Purchaser] (hereinafter called "the Purchaser") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [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 [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 be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Purchaser)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

4. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 19____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 19____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee Form for Advance Payment

To: *[name of Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

**Section IX. Eligibility for the Provision of Goods, Works,
and Services in Bank-Financed Procurement**

Public Information Center

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

As of March 2000³

For the information of borrowers and bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996, September 1997, and January 1999), set forth below is a list of countries from which bidders, goods, and services are not eligible to participate in procurement financed by the bank or IDA.⁴

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- San Marino
- Tuvalu

In addition, bidders, goods, and services from other countries or territories may be declared ineligible by a provision in bidding documents if the borrower's country has excluded them by a law, official regulation, or act of compliance meeting the requirements of paragraph 1.8(a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan/Credit Account for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the action of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to

- Iraq

³ The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: <http://www.worldbank.org/html/pic/PROCURE.html>. A list of firms debarred from participating in World Bank projects is available at: <http://www.worldbank.org/html/opr/procure/debarr.html>.

⁴ Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, the World Bank.

Guidelines
Procurement
under
IBRD Loans
and
IDA Credits



January 1995
Revised January and August 1996, and
September 1997

Procurement Guidelines.

The first sentence of paragraph 2.29, Currency of Bid, of the Procurement Guidelines and footnote 28 will be amended to read as follows:

"2.29 Bidding documents shall state that the bidder may express the bid prices in the currency of any member country.²⁸

²⁸ Until December 31, 2001, bid prices may also be expressed in the former national currencies of the member countries of the European Monetary Union (the Austrian schilling, Belgian franc, Finnish markka, French franc, Deutsche mark, Irish pound, Italian lira, Luxembourg franc, Netherlands guilder, Portuguese escudo and Spanish peseta). On January 1, 1999, the euro was substituted for these currencies. From that date these currencies were irrevocably fixed vis-à-vis the euro. Until December 31, 2001 these currencies remain in existence as non-decimal sub-denominations of the euro."

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I. INTRODUCTION

Purpose

1.1 The purpose of these Guidelines is to inform those carrying out a project that is financed in whole or in part by a loan from the International Bank for Reconstruction and Development (IBRD) or a credit from the International Development Association (IDA),¹ of the arrangements to be made for procuring the goods and works² (including related services) required for the project. The Loan Agreement governs the legal relationships between the Borrower and the Bank, and the Guidelines are made applicable to procurement of goods and works for the project, as provided in the agreement. The rights and obligations of the Borrower and the providers of goods and works for the project are governed by the bidding³ documents, and by the contracts signed by the Borrower with the providers of goods and works, and not by these Guidelines or the Loan Agreements. No party other than the parties to the Loan Agreement shall derive any rights therefrom or have any claim to loan proceeds.

General Considerations

1.2 The responsibility for the implementation of the project, and therefore for the award and administration of contracts under the project, rests

¹ Procurement requirements of IBRD and IDA are identical, and references in these Guidelines to the Bank include both IBRD and IDA, and references to loans include credits and project preparation facilities (PPFs). Loan Agreement includes Development Credit Agreement and Project Agreement.

² References to "goods" and "works" in these Guidelines include related services such as transportation, insurance, installation, commissioning, training, and initial maintenance. "Goods" includes commodities, raw material, machinery, equipment, and industrial plant. The provisions of these Guidelines also apply to services which are bid and contracted on the basis of performance of a measurable physical output, such as drilling, mapping, and similar operations. These Guidelines do not refer to Consultants' services, to which the current *Guidelines: Use of Consultants by World Bank Borrowers and by the World Bank as Executing Agency* apply (referred to herein as Consultant Guidelines).

³ For the purposes of these Guidelines, the words "bid" and "tender" shall have the same meaning.

with the Borrower.⁴ The Bank, for its part, is required by its Articles of Agreement to "...ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations,"⁵ and it has established detailed procedures for this purpose. While in practice the specific procurement rules and procedures to be followed in the implementation of a project depend on the circumstances of the particular case, four considerations generally guide the Bank's requirements:

- (a) the need for economy and efficiency in the implementation of the project, including the procurement of the goods and works involved;
- (b) the Bank's interest, as a cooperative institution, in giving all eligible bidders from developed and developing countries⁶ an opportunity to compete in providing goods and works financed by the Bank;
- (c) the Bank's interest, as a development institution, in encouraging the development of domestic contracting and manufacturing industries in the borrowing country; and
- (d) the importance of transparency in the procurement process.

1.3 The Bank has found that, in most cases, these needs and interests can best be realized through International Competitive Bidding (ICB), properly administered, and with suitable allowance for preferences for domestically manufactured goods and, where appropriate, for domestic Contractors⁷ for works under prescribed conditions. In such cases,

therefore, the Bank requires its Borrowers to obtain goods and works through ICB open to eligible Suppliers and Contractors.⁸ Section II of these Guidelines describes the procedures for ICB.

1.4 On the other hand, where ICB is clearly not the most economic and efficient method of procurement, other methods of procurement are specified in the Loan Agreement. Section III describes these other methods of procurement and the circumstances under which their application would be more appropriate. The particular methods to be followed for the procurement of goods and works for a given project are specified in the Loan Agreement for such project.

Applicability of Guidelines

1.5 Generally the Bank finances only a part of the cost of the project. The procedures outlined in these Guidelines apply to all contracts for goods and works financed in whole or in part from Bank loans. For the procurement of those contracts for goods and works not financed from a Bank loan, the Borrower may adopt other procedures. In such cases the Bank shall be satisfied that the procedures to be used will fulfill the Borrower's obligations to cause the project to be carried out diligently and efficiently, and that the goods and works to be procured:

- (a) are of satisfactory quality and are compatible with the balance of the project;
- (b) will be delivered or completed in timely fashion; and
- (c) are priced so as not to affect adversely the economic and financial viability of the project.

Eligibility

1.6 Funds from Bank loans are disbursed only on account of expenditures for goods and works provided by nationals of, and produced in or supplied from, Bank member countries.⁹ Under this policy,

⁸ See para. 1.6.

⁹ See Section 5.01 of *General Conditions Applicable to Loan and Guarantee Agreements*, dated January 1, 1985. The Bank maintains a list of countries from which bidders, goods, and services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the World Bank.

⁴ In some cases, the Borrower acts only as an intermediary, and the project is carried out by another agency or entity. References in these Guidelines to the Borrower include such agencies and entities, as well as Sub-Borrowers under on-lending arrangements.

⁵ The Bank's Articles of Agreement; Article III, Section 5(b).

⁶ See para. 1.6.

⁷ For purposes of these Guidelines, "Contractor" refers only to a firm providing construction services.

nationals of other countries or bidders offering goods and works from other countries shall be disqualified from bidding for contracts intended to be financed in whole or in part from Bank loans.

1.7 In connection with any contract to be financed in whole or in part from a Bank loan, the Bank does not permit a Borrower to deny prequalification, if required, to a firm for reasons unrelated to its capability and resources to successfully perform the contract; nor does it permit a Borrower to disqualify any bidder for such reasons.

1.8 As exceptions to the foregoing:

- (a) Firms of a member country or goods manufactured in a member country may be excluded if, (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or works required, or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from that country or any payments to persons or entities in that country.
- (b) A firm which has been engaged by the Borrower to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works (other than a continuation of the firm's earlier consulting services) for the same project. This provision does not apply to the various firms (Consultants, Contractors, or Suppliers) which together are performing the Contractor's obligations under a turnkey or design and build contract.¹⁰
- (c) Government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. No dependent agency of the

¹⁰ See para. 2.5.

Borrower or Sub-Borrower under a Bank-financed project shall be permitted to bid or submit a proposal for the procurement of goods or works under the project.¹¹

- (d) A firm declared ineligible by the Bank in accordance with subparagraph (d) of paragraph 1.15 of these Guidelines shall be ineligible to be awarded a Bank-financed contract during the period of time determined by the Bank.

Advance Contracting and Retroactive Financing

1.9 In certain circumstances, such as to accelerate project implementation, the Borrower may wish to proceed with the initial steps of procurement before signing the related Bank loan. The procurement procedures, including advertising, shall be in accordance with the Guidelines in order for the eventual contracts to be eligible for Bank financing, and the normal review process by the Bank shall be followed. A Borrower undertakes such advance contracting at its own risk, and any concurrence by the Bank with the procedures, documentation, or proposal for award does not commit the Bank to make a loan for the project in question. If the contract is signed, reimbursement by the Bank of any payments made by the Borrower under the contract prior to loan signing is referred to as retroactive financing and is only permitted within the limits specified in the Loan Agreement.

Joint Ventures

1.10 ~~Suppliers and Contractors in the Borrower's~~ country are encouraged to participate in the procurement process since the Bank encourages the development of domestic industry. They may bid independently or in joint venture with foreign firms, but the Bank will not accept conditions of bidding which require mandatory joint ventures or other forms of mandatory association between domestic and foreign firms.

¹¹ Other than Force Account units, as permitted under para. 3.8.

Bank Review

1.11 The Bank reviews the Borrower's procurement procedures, documents, bid evaluations, award recommendations, and contracts to ensure that the procurement process is carried out in accordance with the agreed procedures. These review procedures are described in Appendix 1. The Loan Agreement shall specify the extent to which these review procedures shall apply in respect of the different categories of goods and works to be financed, in whole or in part, from the Bank loan.

Reserved Procurement

1.12 When open competition would be the appropriate method of procurement for particular goods or works of the project, but the Borrower wishes to reserve this procurement for one or more specific firms or enterprises, the Bank may accept such reserved procurement only on condition that:

- (a) it is not eligible for financing out of the Bank loan; and
- (b) it will not significantly affect the satisfactory project implementation in terms of costs, quality, and completion time.

Misprocurement

1.13 The Bank does not finance expenditures for goods and works which have not been procured in accordance with the agreed procedures in the Loan Agreement, and it is the policy of the Bank to cancel that portion of the loan allocated to the goods and works that have been misprocured. The Bank may, in addition, exercise other remedies under the Loan Agreement.

References to Bank

1.14 If the Borrower wishes to refer to the Bank in procurement documents, the following language shall be used:

"(name of Borrower) has received (or in appropriate cases 'has applied for') a loan from the International Bank for Reconstruction and Development in various currencies equivalent to USD... toward the cost of (name of project), and intends to apply

a portion of the proceeds of this loan to eligible payments under this contract. Payment by the International Bank for Reconstruction and Development will be made only at the request of (name of Borrower or designate) and upon approval by the International Bank for Reconstruction and Development, and will be subject, in all respects, to the terms and conditions of the Loan Agreement. The Loan Agreement prohibits a withdrawal from the Loan Account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than (name of Borrower) shall derive any rights from the Loan Agreement or have any claim to loan proceeds."¹²

Fraud and Corruption

1.15 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of any ~~thing of value to influence the action of~~ a public official in the procurement process or in contract execution; and
 - (ii) "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 practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the

¹² Substitute "credit," "International Development Association," and "Credit Agreement," as appropriate.

Borrower of the benefits of free and open competition;

- (b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract for goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of a beneficiary of the loan during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that, in contracts financed by a Bank loan, a provision be included requiring Suppliers and Contractors to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

1.16. With the specific agreement of the Bank, a Borrower may introduce, into bid forms for large contracts financed by the Bank, an undertaking of the bidder to observe, in competing for and executing a contract, the country's laws against fraud and corruption (including bribery), as listed in the bidding documents.¹³ The Bank will accept the introduction of such undertaking, at the request of the Borrower's country, provided it is satisfied:

¹³ As an example, such an undertaking might read as follows: "We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in the country of the [Purchaser] [Employer], as such laws have been listed by the [Purchaser] [Employer] in the bidding documents for this contract."

- (a) that the requirement of such an undertaking is part of an anti-corruption program initiated by the Borrower's country; and
- (b) that such requirement will apply, within a timetable agreed between the Bank and the Borrower's country, to all similar public procurement.

II. INTERNATIONAL COMPETITIVE BIDDING

A. General

Introduction

2.1 The objective of International Competitive Bidding (ICB), as described in these Guidelines, is to provide all eligible prospective bidders¹⁴ with timely and adequate notification of a Borrower's requirements and an equal opportunity to bid for the required goods and works.

Type and Size of Contracts

2.2 The bidding documents shall clearly state the type of contract to be entered into and contain the proposed contract provisions appropriate therefor. The most common types of contracts provide for payments on the basis of a lump sum, unit prices, reimbursable cost plus fees, or combinations thereof. Reimbursable cost contracts are acceptable to the Bank only in exceptional circumstances such as conditions of high risk or where costs cannot be determined in advance with sufficient accuracy. Such contracts shall include appropriate incentives to limit costs.

2.3 The size and scope of individual contracts will depend on the magnitude, nature, and location of the project. For projects requiring a variety of goods and works, separate contracts generally are awarded for the supply and/or installation of different items of equipment and plant¹⁵ and for the works.

2.4 For a project requiring similar but separate items of equipment or works, bids may be invited under alternative contract options that would attract the interest of both small and large firms, which could be allowed, at their option, to bid for individual contracts (slices) or for a group of similar contracts (package). All bids and combinations of bids shall be

received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest evaluated cost to the Borrower.¹⁶

2.5 In certain cases, such as special processes, closely integrated manufacturing, or works of a special nature, the Bank may accept or require a turnkey contract under which the design and engineering, the supply and installation of equipment, and the construction of a complete industrial plant or works are provided under one contract. Alternatively, the Borrower may remain responsible for the design and engineering, and invite bids for a single responsibility contract for the supply and installation of all goods and works required for the project component. Design and build, and management contracting¹⁷ contracts are also acceptable where appropriate.

Two-Stage Bidding

2.6 Detailed design and engineering of the goods and works to be provided, including the preparation of technical specifications and other bidding documents, normally precede the invitation to bid for major contracts. However, in the case of turnkey contracts or contracts for large complex plants or works of a special nature, it may be undesirable or impractical to prepare complete technical specifications in advance. In such a case, a two-stage bidding procedure may be used, under which first unpriced technical proposals on the basis of a conceptual design or performance specifications are invited, subject to technical as well as commercial clarifications and adjustments, to be followed by amended bidding documents and the submission of final technical proposals and priced bids in the

¹⁴ See para. 1.6.

¹⁵ For purposes of these Guidelines, "plant" refers to installed equipment, as in a production facility.

¹⁶ See paras. 2.48–2.53 for the bid evaluation procedures.

¹⁷ In construction, a management Contractor usually does not perform the work directly but contracts out and manages the work of other Contractors, taking on the full responsibility and risk for price, quality, and timely performance. Conversely, a construction manager is a Consultant for, or agent of, the Borrower, but does not take on such risks. (If financed by the Bank, the services of the construction manager should be procured under the Consultant Guidelines. See footnote 2.)

second stage. These procedures are also appropriate in the procurement of equipment which is subject to rapid technological advances, such as major computer and communications systems.¹⁸

Notification and Advertising

2.7 Timely notification of bidding opportunities is essential in competitive bidding. For projects which include procurement on the basis of ICB, the Borrower is required to prepare and submit to the Bank a draft General Procurement Notice. The Bank will arrange for its publication in *Development Business* (UNDB).¹⁹ The Notice shall contain information concerning the Borrower (or prospective Borrower), amount and purpose of the loan, scope of procurement under ICB, and the name and address of the Borrower's agency responsible for procurement. If known, the scheduled date for availability of prequalification or bidding documents should be indicated. The Borrower shall maintain a list of responses to the Notice. The related prequalification or bidding documents, as the case may be, shall not be released to the public earlier than eight weeks after the date of publication of the Notice. The General Procurement Notice shall be updated annually for all outstanding procurement.

2.8 The international community shall also be notified in a timely manner of the opportunities to bid for specific contracts. To that end, invitations to prequalify or to bid, as the case may be, shall be advertised as Specific Procurement Notices in at least one newspaper of national circulation in the Borrower's country (and in the official gazette, if any). Such invitations shall also be transmitted to those who have expressed interest in bidding in response to the General Procurement Notice. Publication of the invitations in *Development Business* is also encouraged. Borrowers are also

strongly encouraged to transmit such invitations to embassies and trade representatives of countries of likely Suppliers and Contractors. Additionally, for large, specialized, or important contracts, Borrowers shall advertise the invitations in *Development Business* and/or well-known technical magazines, newspapers, and trade publications of wide international circulation. Notification shall be given in sufficient time to enable prospective bidders to obtain prequalification or bidding documents and prepare and submit their responses.²⁰

Prequalification of Bidders

2.9 Prequalification is usually necessary for large or complex works, or in any other circumstances in which the high costs of preparing detailed bids could discourage competition, such as custom-designed equipment, industrial plant, specialized services, and contracts to be let under turnkey, design and build, or management contracting. This also ensures that invitations to bid are extended only to those who have adequate capabilities and resources. Prequalification may also be useful to determine eligibility for preference for domestic Contractors where this is allowed.²¹ Prequalification shall be based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account their (i) experience and past performance on similar contracts, (ii) capabilities with respect to personnel, equipment, and construction or manufacturing facilities, and (iii) financial position.²²

2.10 The invitation to prequalify for bidding on specific contracts or groups of similar contracts shall be advertised and notified as described in paragraphs 2.7 and 2.8 above. The scope of the contract and a clear statement of the requirements for qualification shall be sent to those who responded to the invitation. All such applicants that meet the specified criteria shall be allowed to bid. Borrowers shall inform all applicants of the results of prequalification. As soon as prequalification is completed, the bidding

¹⁸ As opposed to two-stage bidding, the Bank does not accept the two- or three-envelope system in which bidders are required to submit separate qualification, technical, and price proposals at the same time, but which are opened sequentially in separate sessions and evaluated.

¹⁹ *Development Business* is a publication of the United Nations Department of Public Information, UN Plaza, New York, New York, 10017, U.S.A. A *Development Business* office is maintained at the World Bank, 1818 H Street, N.W., Washington, D.C., 20433, U.S.A.

²⁰ See para. 2.43.

²¹ See paras. 2.54-2.55.

²² The Bank has prepared a Standard Prequalification Document for use by its Borrowers, where appropriate.

documents shall be made available to the qualified prospective bidders. For prequalification for groups of contracts to be awarded over a period of time, a limit for the number or total value of awards to any one bidder may be made on the basis of the bidder's resources. The list of prequalified firms in such instances shall be updated periodically. Verification of the information provided in the submission for prequalification shall be confirmed at the time of award of contract, and award may be denied to a bidder that is judged to no longer have the capability or resources to successfully perform the contract.

B. Bidding Documents

General

2.11 The bidding documents shall furnish all information necessary for a prospective bidder to prepare a bid for the goods and works to be provided. While the detail and complexity of these documents may vary with the size and nature of the proposed bid package and contract, they generally include: invitation to bid; instructions to bidders; form of bid; form of contract; conditions of contract, both general and special; specifications and drawings; list of goods or bill of quantities; delivery time or schedule of completion; and necessary appendices, such as formats for various securities. The basis for bid evaluation and selection of the lowest evaluated bid shall be clearly outlined in the instructions to bidders and/or the specifications. If a fee is charged for the bidding documents, it shall be reasonable and reflect only the cost of their printing and delivery to prospective bidders, and shall not be so high as to discourage qualified bidders. Guidance on critical components of the bidding documents are given in the following paragraphs.

2.12 Borrowers shall use the appropriate *Standard Bidding Documents* (SBDs) issued by the Bank with minimum changes, acceptable to the Bank, as necessary to address country- and project-specific issues. Any such changes shall be introduced only through bid or contract data sheets, or through special conditions of contract, and not by introducing changes in the standard wording of the Bank's SBDs. Where no relevant standard bidding documents have been issued, the Borrower shall use other

internationally recognized standard conditions of contract and contract forms acceptable to the Bank.

Validity of Bids and Bid Security

2.13 Bidders shall be required to submit bids valid for a period specified in the bidding documents which shall be sufficient to enable the Borrower to complete the comparison and evaluation of bids, review the recommendation of award with the Bank (if required by the Loan Agreement), and obtain all the necessary approvals so that the contract can be awarded within that period.

2.14 Bid security, in the amount specified in the bidding documents, affording the Borrower reasonable protection against irresponsible bids, may be required, but it shall not be set so high as to discourage bidders. The bid security, at the bidder's option, shall be in the form of a certified check, a letter of credit or a bank guarantee from a reputable bank. Bidders shall be allowed to submit bank guarantees directly issued by a bank of their choice located in any eligible country. Bid security shall remain valid for a period of four weeks beyond the validity period for the bids, in order to provide reasonable time for the Borrower to act if the security is to be called. Bid security shall be released to unsuccessful bidders once it is determined that they will not be awarded a contract.

Language

2.15 Prequalification and bidding documents shall be prepared in either English, French, or Spanish, and shall specify that the text of the contract documents in that language is governing. However, contracts entered into with local bidders (excluding joint ventures between local and foreign firms) may, at the Borrower's option, be in the national language of the Borrower, which shall be the governing language for such contracts.

Clarity of Bidding Documents

2.16 Bidding documents shall be so worded as to permit and encourage international competition and shall set forth clearly and precisely the work to be carried out, the location of the work, the goods to be supplied, the place of delivery or installation, the

schedule for delivery or completion, minimum performance requirements, and the warranty and maintenance requirements, as well as any other pertinent terms and conditions. In addition, the bidding documents, where appropriate, shall define the tests, standards, and methods that will be employed to judge the conformity of equipment as delivered, or works as performed, with the specifications. Drawings shall be consistent with the text of the specifications, and an order of precedence between the two shall be specified.

2.17 The bidding documents shall specify any factors, in addition to price, which will be taken into account in evaluating bids, and how such factors will be quantified or otherwise evaluated. If bids based on alternative designs, materials, completion schedules, payment terms, etc., are permitted, conditions for their acceptability and the method of their evaluation shall be expressly stated.

2.18 All prospective bidders shall be provided the same information, and shall be assured of equal opportunities to obtain additional information on a timely basis. Borrowers shall provide reasonable access to project sites for visits by prospective bidders. For works or complex supply contracts, particularly for those requiring refurbishing existing works or equipment, a pre-bid conference may be arranged whereby potential bidders may meet with the Borrower representatives to seek clarifications. Minutes of the conference shall be provided to all prospective bidders with a copy to the Bank. Any additional information, clarification, correction of errors, or modifications of bidding documents shall be sent to each recipient of the original bidding documents in sufficient time before the deadline for receipt of bids to enable bidders to take appropriate actions. If necessary, the deadline shall be extended.

Standards

2.19 Standards and technical specifications quoted in bidding documents shall promote the broadest possible competition, while assuring the critical performance or other requirements for the goods and/or works under procurement. As far as possible, the Borrower shall specify internationally accepted standards such as those issued by the International Standards Organization with which the equipment or

materials or workmanship shall comply. Where such international standards are unavailable or are inappropriate, national standards may be specified. In all cases, the bidding documents shall state that equipment, material, or workmanship meeting other standards, which promise at least substantial equivalence, will also be accepted.

Use of Brand Names

2.20 Specifications shall be based on relevant characteristics and/or performance requirements. References to brand names, catalog numbers, or similar classifications shall be avoided. If it is necessary to quote a brand name or catalog number of a particular manufacturer to clarify an otherwise incomplete specification, the words "or equivalent" shall be added after such reference. The specification shall permit the acceptance of offers for goods which have similar characteristics and which provide performance at least substantially equivalent to those specified.

Pricing

2.21 Bids for goods shall be invited on the basis of CIF (port of destination), or CIP²³ (place of destination) for all goods offered from abroad, and EXW²⁴ (ex works, ex factory, or off-the-shelf) for locally available or manufactured or assembled goods, including those previously imported. Bidders shall be allowed to arrange for ocean and other transportation and related insurance from any eligible source.²⁵ Where inland transportation, installation, commissioning, or other similar services are required to be performed by the bidder, as in the case of "supply and installation" contracts, the bidder shall be required to quote for these services, in addition.

²³ Refer to *INCOTERMS 1990* for further definitions. Published by the International Chamber of Commerce, 38 Cours Albert 1^{er}, 75008 Paris, France. CIF is cost, insurance, and freight for maritime transportation. CIP is cost, carriage, and insurance in the case of multimodal transportation. Both terms are for duty unpaid, payment for which is the responsibility of the Borrower.

²⁴ The EXW price shall include all duties, sales, and other taxes already paid or payable for the components and raw materials used in the manufacture or assembly of the equipment, or the prior import of the equipment, offered in the bid.

²⁵ See para. 1.6.

2.22 In the case of turnkey contracts, the bidder shall be required to quote the price of the installed plant at site, including all costs for supply of equipment, marine and local transportation and insurance, installation, and commissioning, as well as associated works and all other services included in the scope of contract such as design, maintenance, operation, etc. Unless otherwise specified in the bidding documents, the turnkey price shall include all duties, taxes, and other levies.²⁶

2.23 Bidders for works contracts shall be required to quote unit prices or lump sum prices for the performance of the works, and such prices shall include all duties, taxes, and other levies. Bidders shall be allowed to obtain all inputs (except for unskilled labor) from any eligible sources so that they may offer their most competitive bids.

Price Adjustment

2.24 Bidding documents shall state either that (i) bid prices will be fixed or (ii) that price adjustments will be made to reflect any changes (upwards or downwards) in major cost components of the contract, such as labor, equipment, materials, and fuel. Price adjustment provisions are usually not necessary in simple contracts involving delivery of goods or completion of works within eighteen months, but shall be included in contracts which extend beyond eighteen months. However, it is normal commercial practice to obtain firm prices for some types of equipment regardless of the delivery time and, in such cases, price adjustment provisions are not needed.

2.25 Prices may be adjusted by the use of a prescribed formula (or formulae) which breaks down the total price into components that are adjusted by price indices specified for each component or, alternatively, on the basis of documentary evidence (including actual invoices) provided by the Supplier or Contractor. The use of the formula method of price adjustment is preferable to that of documentary evidence. The method to be used, the formula (if

applicable), and the base date for application shall be clearly defined in the bidding documents. If the payment currency is different from the source of the input and corresponding index, a correction factor shall be applied in the formula, to avoid incorrect adjustment.

Transportation and Insurance

2.26 Bidding documents shall permit Suppliers and Contractors to arrange transportation and insurance from any eligible source. Bidding documents shall state the types and terms of insurance to be provided by the bidder. The indemnity payable under transportation insurance shall be at least 110 percent of the contract amount in the currency of the contract or in a freely convertible currency to enable prompt replacement of lost or damaged goods. For works, a Contractor's All Risk form of policy usually shall be specified. For large projects with several Contractors on a site, a "wrap-up" or total project insurance arrangement may be obtained by the Borrower, in which case the Borrower shall seek competition for such insurance.

2.27 As an exception, if a Borrower wishes to reserve transportation and insurance for the import of goods to national companies or other designated sources, bidders shall be asked to quote FOB (port of shipment) or CFR (port of destination)²⁷ prices in addition to the CIF (port of destination) or CIP (place of destination) price specified in paragraph 2.21. Selection of the lowest evaluated bid shall be on the basis of the CIF or CIP price, but the Borrower may sign the contract on FOB or CFR terms and make its own arrangement for transportation and/or insurance. Under such circumstances, disbursements under the Bank loan shall be limited to the FOB or CFR cost. If the Borrower does not wish to obtain insurance coverage in the market, evidence shall be provided to the Bank that resources are readily available for prompt payment in a freely convertible currency of the indemnities required to replace lost or damaged goods.

²⁶ Borrowers may prefer to exclude customs duties on imported equipment from the bid prices, since these are difficult to ascertain or, alternatively, to include a "provisional sum" for reimbursement of actual costs. See also Appendix 2, footnote 45.

²⁷ INCOTERMS 1990 for free on board port of shipment, and for cost and freight to port of destination, respectively.

Currency Provisions

2.28 Bidding documents shall state the currency or currencies in which bidders are to state their prices, the procedure for conversion of prices expressed in different currencies into a single currency for the purpose of comparing bids, and the currencies in which the contract price will be paid. The following provisions (paragraphs 2.29–2.33) are intended to (i) ensure that bidders have the opportunity to minimize any exchange risk with regard to the currency of bid and of payment, and hence may offer their best prices; (ii) give bidders in countries with weak currencies the option to use a stronger currency and thus provide a firmer basis for their bid price; and (iii) ensure fairness and transparency in the evaluation process.

Currency of Bid

2.29 Bidding documents shall state that the bidder may express the bid price in the currency of any member country, or in ECUs.²⁸ If the bidder wishes to express the bid price as a sum of amounts in different foreign currencies, he may do so, provided the price includes no more than three foreign currencies. Furthermore, the Borrower may require bidders to state the portion of the bid price representing local costs in the currency²⁹ of the country of the Borrower.

2.30 In bidding documents for works, the Borrower may require bidders to state the bid price entirely in the local currency, along with the requirements for payments in up to three foreign currencies of their choice for expected inputs from outside the Borrower's country (which inputs the bidders may be required to list), expressed as a percentage of the bid price, together with the exchange rates used in such calculations.

Currency Conversion for Bid Comparison

2.31 The bid price is the sum of all payments in various currencies required by the bidder. For the purpose of comparing prices, bid prices shall be

²⁸ For purposes of these Guidelines, the European Currency Unit (ECU) is also considered an eligible currency.

²⁹ Referred to hereafter as local currency.

converted to a single currency selected by the Borrower (local currency or fully convertible foreign currency) and stated in the bidding documents. The Borrower shall make this conversion by using the selling (exchange) rates for those currencies quoted by an official source (such as the Central Bank) or by a commercial bank or by an internationally circulated newspaper for similar transactions on a date selected in advance, such source and date to be specified in the bidding documents, provided that the date shall not be earlier than four weeks prior to the deadline for the receipt of bids, nor later than the original date for the expiry of the period of bid validity.

Currency of Payment

2.32 Payment of the contract price shall be made in the currency or currencies in which the bid price is expressed in the bid of the successful bidder.

2.33 When the bid price is required to be stated in the local currency but the bidder has requested payment in foreign currencies expressed as a percentage of the bid price, the exchange rates to be used for purposes of payments shall be those specified by the bidder in the bid, so as to ensure that the value of the foreign currency portions of the bid is maintained without any loss or gain.

Terms and Methods of Payment

2.34 Payment terms shall be in accordance with the international commercial practices applicable to the specific goods and works.

- (a) Contracts for supply of goods shall provide for full payment on the delivery and inspection, if so required, of the contracted goods except for contracts involving installation and commissioning, in which case a portion of the payment may be made after the Supplier has complied with all its obligations under the contract. The use of letters of credit is encouraged so as to assure prompt payment to the Supplier. In major contracts for equipment and plant, provision shall be made for suitable advances and, in contracts of long duration, for progress payments during the period of manufacture or assembly.

- (b) Contracts for works shall provide in appropriate cases for mobilization advances, advances on Contractor's equipment and materials, regular progress payments, and reasonable retention amounts to be released upon compliance with the Contractor's obligations under contract.

2.35 Any advance payment for mobilization and similar expenses, made upon signature of a contract for goods or works, shall be related to the estimated amount of these expenses and be specified in the bidding documents. Amounts and timing of other advances to be made, such as for materials delivered to the site for incorporation in the works, shall also be specified. The bidding documents shall specify the arrangements for any security required for advance payments.

2.36 Bidding documents shall specify the payment method and terms offered, whether alternative payment methods and terms would be allowed and, if so, under what circumstances. The method of payment shall take into account the available procedures for withdrawals of the proceeds of the loan, as described in Appendix 3.

Conditions of Contract

2.37 The contract documents shall clearly define the scope of work to be performed, the goods to be supplied, the rights and obligations of the Borrower and of the Supplier or Contractor, and the functions and authority of the engineer, architect, or construction manager, if one is employed by the Borrower, in the supervision and administration of the contract. In addition to the general conditions of contract, any special conditions particular to the specific goods or works to be procured and the location of the project shall be included.

Performance Security

2.38 Bidding documents for works shall require security in an amount sufficient to protect the Borrower in case of breach of contract by the Contractor. This security shall be provided by a performance bond or a bank guarantee in an appropriate form and amount, as specified by the Borrower in the bidding document. The amount of

the bond or guarantee may vary, depending on the type of security furnished and on the nature and magnitude of the works. A portion of this security shall extend sufficiently beyond the date of completion of the works to cover the defects liability or maintenance period up to final acceptance by the Borrower; alternatively, contracts may provide for a percentage of each periodic payment to be held as retention money until final acceptance. Contractors may be allowed to replace retention money with an equivalent security after provisional acceptance.

2.39 In contracts for the supply of goods, the need for performance security depends on the market conditions and commercial practice for the particular kind of goods. Suppliers or manufacturers may be required to provide a bank guarantee to protect against nonperformance of the contract. Such security in an appropriate amount may also cover warranty obligations or, alternatively, a percentage of the payments may be held as retention money to cover warranty obligations, and any installation or commissioning requirements. The security or retention money shall be reasonable in amount.

Liquidated Damages and Bonus Clauses

2.40 Provisions for liquidated damages or similar provisions in an appropriate amount shall be included in the conditions of contract when delays in the delivery of goods, completion of works or failure of the goods or works to meet performance requirements would result in extra cost, or loss of revenue or loss of other benefits to the Borrower. Provision may also be made for a bonus to be paid to Suppliers or Contractors for completion of works or delivery of goods ahead of the times specified in the contract when such earlier completion or delivery would be of benefit to the Borrower.

Force Majeure

2.41 The conditions of contract shall stipulate that failure on the part of the parties to perform their obligations under the contract will not be considered a default if such failure is the result of an event of force majeure as defined in the conditions of contract.

Applicable Law and Settlement of Disputes

2.42 The conditions of contract shall include provisions dealing with the applicable law and the forum for the settlement of disputes. International commercial arbitration may have practical advantages over other methods for the settlement of disputes. Borrowers are, therefore, encouraged to provide for this type of arbitration in contracts for the procurement of goods and works. The Bank shall not be named arbitrator or be asked to name an arbitrator.³⁰ In case of works contracts, supply and installation contracts, and turnkey contracts, the dispute settlement provision shall also include mechanisms such as dispute review boards or adjudicators, which are designed to permit a speedier dispute settlement.

C. Bid Opening, Evaluation, and Award of Contract

Time for Preparation of Bids

2.43 The time allowed for the preparation and submission of bids shall be determined with due consideration of the particular circumstances of the project and the magnitude and complexity of the contract. Generally, not less than six weeks from the date of the invitation to bid or the date of availability of bidding documents, whichever is later, shall be allowed for ICB. Where large works or complex items of equipment are involved, this period shall generally be not less than twelve weeks to enable prospective bidders to conduct investigations before submitting their bids. In such cases, the Borrower is encouraged to convene pre-bid conferences and arrange site visits. Bidders shall be permitted to submit bids by mail or by hand. The deadline and place for receipt of bids shall be specified in the invitation to bid.

Bid Opening Procedures

2.44 The time for the bid opening shall be the same as for the deadline for receipt of bids or promptly³¹ thereafter, and shall be announced, together with the place for bid opening, in the invitation to bid. The Borrower shall open all bids at the stipulated time and place. Bids shall be opened in public; that is, bidders or their representatives shall be allowed to be present. The name of the bidder and total amount of each bid, and of any alternative bids if they have been requested or permitted, shall be read aloud and recorded when opened and a copy of this record shall be promptly sent to the Bank. Bids received after the time stipulated, as well as those not opened and read out at bid opening, shall not be considered.

Clarifications or Alterations of Bids

2.45 Except as otherwise provided in paragraphs 2.61 and 2.62 of these Guidelines, bidders shall not be requested or permitted to alter their bids after the deadline for receipt of bids. The Borrower shall ask bidders for clarification needed to evaluate their bids but shall not ask or permit bidders to change the substance or price of their bids after the bid opening. Requests for clarification and the bidders' responses shall be made in writing.

Confidentiality

2.46 After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to bidders or other persons not officially concerned with this process until the successful bidder is notified of the award.

Examination of Bids

2.47 The Borrower shall ascertain whether the bids (i) meet the eligibility requirements specified in paragraph 1.6 of these Guidelines, (ii) have been properly signed, (iii) are accompanied by the required securities, (iv) are substantially responsive to the bidding documents, and (v) are otherwise generally in order. If a bid is not substantially

³⁰ It is understood, however, that officials of the International Centre for Settlement of Investment Disputes (ICSID) shall remain free to name arbitrators in their capacity as ICSID officials.

³¹ To allow sufficient time to take the bids to the place announced for public bid opening.

responsive, that is, it contains material deviations from or reservations to the terms, conditions, and specifications in the bidding documents, it shall not be considered further. The bidder shall not be permitted to correct or withdraw material deviations or reservations once bids have been opened.³²

Evaluation and Comparison of Bids

2.48 The purpose of bid evaluation is to determine the cost to the Borrower of each bid in a manner that permits a comparison on the basis of their evaluated cost. Subject to paragraph 2.57, the bid with the lowest evaluated cost,³³ but not necessarily the lowest submitted price, shall be selected for award.

2.49 The bid price read out at the bid opening shall be adjusted to correct any arithmetical errors. Also, for the purpose of evaluation, adjustments shall be made for any quantifiable nonmaterial deviations or reservations. Price adjustment provisions applying to the period of implementation of the contract shall not be taken into account in the evaluation.

2.50 The evaluation and comparison of bids shall be on CIF or CIP prices for the supply of imported goods and EXW prices for goods offered from within the Borrower's country, together with prices for any required installation, training, commissioning, and other similar services.

2.51 Bidding documents shall also specify the relevant factors in addition to price to be considered in bid evaluation and the manner in which they will be applied for the purpose of determining the lowest evaluated bid. For goods and equipment, other factors which may be taken into consideration include, among others, costs of inland transport and insurance to the specified site, payment schedule, delivery time, operating costs, efficiency and compatibility of the equipment, availability of service and spare parts, and related training, safety, and environmental benefits. The factors other than price to be used for determining the lowest evaluated bid shall, to the extent practicable, be expressed in

monetary terms, or given a relative weight in the evaluation provisions in the bidding documents.

2.52 Under works and turnkey contracts, Contractors are responsible for all duties, taxes, and other levies,³⁴ and bidders shall take these factors into account in preparing their bids. The evaluation and comparison of bids shall be on this basis. Bid evaluation for works shall be strictly in monetary terms. Any procedure under which bids above or below a predetermined assessment of bid values are automatically disqualified is not acceptable. If time is a critical factor, the value of early completion to the Borrower may be taken into account according to criteria presented in the bidding documents, only if the conditions of contract provide for commensurate penalties for noncompliance.

2.53 The Borrower shall prepare a detailed report on the evaluation and comparison of bids setting forth the specific reasons on which the recommendation is based for the award of the contract.

Domestic Preferences

2.54 At the request of the Borrower, and under conditions to be agreed under the Loan Agreement and set forth in the bidding documents, a margin of preference may be provided in the evaluation of bids for:

- (a) goods manufactured in the country of the Borrower when comparing bids offering such goods with those offering goods manufactured abroad; and
- (b) works in member countries below a specified threshold of GNP³⁵ per capita, when comparing bids from eligible domestic Contractors with those from foreign firms.

2.55 Where preference for domestically manufactured goods or for domestic Contractors is allowed, the methods and stages set forth in

³² See para. 2.49 regarding corrections.

³³ See para. 2.51.

³⁴ Unless bidding documents specify otherwise for some turnkey contracts (see para. 2.22 and footnote 26).

³⁵ Gross national product as defined annually by the Bank.

Appendix 2 to these Guidelines shall be followed in the evaluation and comparison of bids.

Extension of Validity of Bids

2.56 Borrowers shall complete evaluation of bids and award of contract within the initial period of bid validity so that extensions are not necessary. An extension of bid validity, if justified by exceptional circumstances, shall be requested in writing from all bidders before the expiration date. The extension shall be for the minimum period required to complete the evaluation, obtain the necessary approvals, and award the contract. In the case of fixed price contracts, requests for second and subsequent extensions will be permissible only if the request for extension provides for an appropriate adjustment mechanism of the quoted price to reflect changes in the cost of inputs for the contract over the period of extension. Whenever an extension of bid validity period is requested, bidders shall not be requested or be permitted to change the quoted (base) price or other conditions of their bid. Bidders shall have the right to refuse to grant such an extension without forfeiting their bid security, but those who are willing to extend the validity of their bid shall be required to provide a suitable extension of bid security.

Postqualification of Bidders

2.57 If bidders have not been prequalified, the Borrower shall determine whether the bidder whose bid has been determined to offer the lowest evaluated cost has the capability and resources to effectively carry out the contract as offered in the bid. The criteria to be met shall be set out in the bidding documents, and if the bidder does not meet them, the bid shall be rejected. In such an event, the Borrower shall make a similar determination for the next-lowest evaluated bidder.

Award of Contract

2.58 The Borrower shall award the contract, within the period of the validity of bids, to the bidder who meets the appropriate standards of capability and resources and whose bid has been determined (i) to be substantially responsive to the bidding documents

and (ii) to offer the lowest evaluated cost.³⁶ A bidder shall not be required, as a condition of award, to undertake responsibilities for work not stipulated in the bidding documents or otherwise to modify the bid as originally submitted.

Rejection of All Bids

2.59 Bidding documents usually provide that Borrowers may reject all bids. Rejection of all bids is justified when there is lack of effective competition, or bids are not substantially responsive. However, lack of competition shall not be determined solely on the basis of the number of bidders. If all bids are rejected, the Borrower shall review the causes justifying the rejection and consider making revisions to the conditions of contract, design and specifications, scope of the contract, or a combination of these, before inviting new bids.

2.60 If the rejection of all bids is due to lack of competition, wider advertising shall be considered. If the rejection is due to most or all of the bids being nonresponsive, new bids may be invited from the initially prequalified firms, or with the agreement of the Bank from only those that submitted bids in the first instance.

2.61 All bids shall not be rejected and new bids invited on the same bidding and contract documents solely for the purpose of obtaining lower prices. If the lowest evaluated responsive bid exceeds the Borrower's pre-bid cost estimates by a substantial margin, the Borrower shall investigate causes for the excessive cost and consider requesting new bids as described in the previous paragraphs. Alternatively, the Borrower may negotiate with the lowest evaluated bidder to try to obtain a satisfactory contract through a reduction in the scope and/or a reallocation of risk and responsibility which can be reflected in a reduction of the contract price. However, substantial reduction in the scope or modification to the contract documents may require rebidding.

³⁶ Referred to as "lowest evaluated bidder" and "lowest evaluated bid," respectively.

2.62 The Bank's prior concurrence shall be obtained before rejecting all bids, soliciting new bids, or entering into negotiations with the lowest evaluated bidder.

D. Modified ICB

Quick Disbursement Operations

2.63 Where the loan provides financing for an imports program, as in the case of adjustment operations and other quick disbursement loans, ICB with simplified advertising and currency provisions shall be used for large value contracts, as defined in the Loan Agreement.³⁷

2.64 The simplified provisions for notification of ICB procurement do not require a General Procurement Notice. Specific Procurement Notices shall be inserted in at least one newspaper of national circulation in the Borrower's country (and in the official gazette, if any) in addition to either: (i) *Development Business*; or (ii) a newspaper, periodical, or technical journal of wide multinational circulation. The period allowed for submission of bids may be reduced to four weeks. Bidding and payment may be limited to one currency widely used in international trade.

Procurement of Commodities

2.65 Market prices of commodities, such as grain, animal feed, cooking oil, fuel, fertilizer, and metals, fluctuate, depending upon the demand and supply at any particular time. Many are quoted in established commodity markets. Procurement often involves multiple awards for partial quantities to assure security of supply and multiple purchases over a period of time to take advantage of favorable market conditions and to keep inventories low. A list of prequalified bidders may be drawn up to whom periodic invitations are issued. Bidders may be invited to quote prices linked to the market price at the time of or prior to the shipments. Bid validities shall be as short as possible. A single currency in

which the commodity is usually priced in the market, may be used for bidding and payment. The currency shall be specified in the bidding document. Bidding documents may permit telexed or faxed bids, if there is no requirement for bid security, or if standing bid securities valid over a specified period of time have been submitted by prequalified bidders. Standard contract conditions and forms consistent with market practices shall be used.

³⁷ Other procurement is normally carried out in accordance with procedures followed by the private or public entity handling the imports, or other established commercial practices acceptable to the Bank, as described in para. 3.12.

III. OTHER METHODS OF PROCUREMENT

General

3.1 There are circumstances where ICB would not be the most economic and efficient method of procurement, and where other methods are deemed more appropriate. The particular procurement methods and the categories of goods and works to which they apply are determined by agreement between the Bank and the Borrower, and are specified in the Loan Agreement.³⁸ The Bank's policies with respect to margins of preference for domestically manufactured goods and Contractors do not apply to methods of procurement other than ICB. The more common procurement methods which are generally considered in situations where ICB may not be suitable are set forth in this section.

Limited International Bidding

3.2 Limited International Bidding (LIB) is essentially ICB by direct invitation without open advertisement. It may be an appropriate method of procurement where (i) the contract values are small, or (ii) there is only a limited number of Suppliers, or (iii) other exceptional reasons may justify departure from full ICB procedures. Under LIB, Borrowers shall seek bids from a list of potential Suppliers broad enough to assure competitive prices, such list to include all Suppliers when there are only a limited number. Domestic preferences are not applicable in the evaluation of bids under LIB. In all respects other than advertisement and preferences, ICB procedures shall apply.

National Competitive Bidding

3.3 National Competitive Bidding (NCB) is the competitive bidding procedure normally used for public procurement in the country of the Borrower, and may be the most efficient and economical way of procuring goods or works which, by their nature or scope, are unlikely to attract foreign competition. To

be acceptable for use in Bank-financed procurement, these procedures shall be reviewed and modified as necessary to assure economy, efficiency, transparency, and broad consistency with the provisions included in Section I of these Guidelines. NCB may be the preferred method of procurement where foreign bidders are not expected to be interested because (i) the contract values are small, (ii) works are scattered geographically or spread over time, (iii) works are labor intensive, or (iv) the goods or works are available locally at prices below the international market. NCB procedures may also be used where the advantages of ICB are clearly outweighed by the administrative or financial burden involved.

3.4 Publication of a General Procurement Notice is not required for NCB, and advertising may be limited to the national press or official gazette. Bidding documents may be in an official language of the country, and local currency is generally used for the purposes of bidding and payment. Adequate response time for preparation and submission of bids shall be provided. The procedures shall provide for adequate competition in order to ensure reasonable prices, and methods used in the evaluation of bids and the award of contracts shall be made known to all bidders and not be applied arbitrarily. If foreign firms wish to participate under these circumstances, they shall be allowed to do so.

Shopping (International and National)

3.5 Shopping is a procurement method based on comparing price quotations obtained from several Suppliers, usually at least three, to assure competitive prices, and is an appropriate method for procuring readily available off-the-shelf goods or standard specification commodities that are small in value. Requests for quotations shall indicate the description and quantity of the goods, as well as desired delivery time and place. Quotations may be submitted by telex or facsimile. The evaluation of quotations shall follow sound public or private sector practices of the purchaser. The terms of the accepted offer shall be incorporated in a purchase order.

³⁸ Contracts shall not be divided into smaller units in order to make them less attractive for ICB procedures; any proposal to divide a contract into smaller packages shall require the prior approval of the Bank.

3.6 International shopping shall solicit quotations from at least three Suppliers in two different countries. National shopping may be used where the desired goods are ordinarily available from more than one source in the country of the Borrower at competitive prices.

Direct Contracting

3.7 Direct contracting without competition (single source) may be an appropriate method under the following circumstances:

- (a) An existing contract for goods or works, awarded in accordance with procedures acceptable to the Bank, may be extended for additional goods or works of a similar nature. The Bank shall be satisfied in such cases that no advantage could be obtained by further competition and that the prices on the extended contract are reasonable. Provisions for such an extension, if considered likely in advance, shall be included in the original contract.
- (b) Standardization of equipment or spare parts, to be compatible with existing equipment, may justify additional purchases from the original Supplier. For such purchases to be justified, the original equipment shall be suitable, the number of new items shall generally be less than the existing number, the price shall be reasonable, and the advantages of another make or source of equipment shall have been considered and rejected on grounds acceptable to the Bank.
- (c) The required equipment is proprietary and obtainable only from one source.
- (d) The Contractor responsible for a process design requires the purchase of critical items from a particular Supplier as a condition of a performance guarantee.
- (e) In exceptional cases, such as in response to natural disasters.

Force Account

3.8 Force account, that is, construction by the use of the Borrower's own personnel and equipment,³⁹ may be the only practical method for constructing some kinds of works. The use of force account may be justified where:

- (a) quantities of work involved cannot be defined in advance;
- (b) works are small and scattered or in remote locations for which qualified construction firms are unlikely to bid at reasonable prices;
- (c) work is required to be carried out without disrupting ongoing operations;
- (d) risks of unavoidable work interruption are better borne by the Borrower than by a Contractor; and
- (e) there are emergencies needing prompt attention.

Procurement from United Nations Agencies

3.9 There may be situations in which procurement from specialized agencies of the United Nations (UN), acting as Suppliers, pursuant to their own procedures, may be the most economical and efficient way of procuring small quantities of off-the-shelf goods, primarily in the fields of education, health, and rural water supply and sanitation.

Procurement Agents

3.10 Where Borrowers lack the necessary organization, resources, and experience, Borrowers may wish (or be required by the Bank) to employ, as their agent, a firm specializing in handling international procurement. The agent shall strictly follow all the procurement procedures outlined in the Loan Agreement on behalf of the Borrower, including use of Bank *Standard Bidding Documents* (SBDs), review procedures, and documentation. This also applies in cases where UN agencies act as

³⁹ A government-owned construction unit that is not managerially and financially autonomous shall be considered a force account unit. "Force account" is otherwise known as "direct labor," "departmental forces," or "direct work."

procurement agents.⁴⁰ Management Contractors may be employed in a similar manner for a fee to contract for miscellaneous works involving reconstruction, repairs, rehabilitation, and new constructions in emergency situations, or where large numbers of small contracts are involved.

Inspection Agents

3.11 Preshipment inspection and certification of imports is one of the safeguards for the Borrower, particularly where the country has a large import program. The inspection and certification usually covers quality, quantity, and reasonableness of price. Imports procured through ICB procedures shall not be subject to price verification, but only verification for quality and quantity. However, imports not procured through ICB may additionally be subjected to price verification. The inspection agents are ordinarily paid for on a fee basis levied on the value of the goods. Costs for certification of imports shall not be considered in the evaluation of bids under ICB.

Procurement in Loans to Financial Intermediaries

3.12 Where the loan provides funds to an intermediary institution such as an agricultural credit institution or a development finance company, to be re-lent to beneficiaries such as individuals, private sector enterprises, or autonomous commercial enterprises in the public sector for the partial financing of subprojects, the procurement is usually undertaken by the respective beneficiaries in accordance with established local private sector or commercial practices, which are acceptable to the Bank. However, even in these situations, ICB may be the more efficient and economic procurement method for the purchase of large single items or in cases where large quantities of like goods can be grouped together for bulk purchasing.

⁴⁰ The Consultant Guidelines shall apply for the selection of procurement and inspection agents. The cost or fee of the procurement or inspection agent is eligible for financing from the Bank loan, if so provided in the Loan Agreement, and provided the terms and conditions of selection and employment are acceptable to the Bank.

Procurement under BOT and Similar Private Sector Arrangements

3.13 Where the Bank is participating in financing the cost of a project procured under a BOO/BOT/BOOT⁴¹ or similar type of private sector arrangement, either of the following procurement procedures shall be used, as set forth in detail in the Staff Appraisal Report, the President's Report, and the Loan Agreement:

- (a) The entrepreneur under the BOO/BOT/BOOT or similar type of contract⁴² shall be selected under ICB or LIB procedures acceptable to the Bank, which may include several stages in order to arrive at the optimal combination of evaluation criteria, such as the cost and magnitude of the financing offered, the performance specifications of the facilities offered, the cost charged to the user or purchaser, other income generated for the Borrower or purchaser by the facility, and the period of the facility's depreciation. The said entrepreneur selected in this manner shall then be free to procure the goods, works, and services required for the facility from eligible sources, using its own procedures. In this case, the Staff Appraisal Report, the President's Report, and the Loan Agreement shall specify the type of expenditures incurred by the said entrepreneur towards which Bank financing will apply.
Or,
- (b) If the said entrepreneur has not been selected in the manner set forth in subparagraph (a) above, the goods, works, or services required for the facility and to be financed by the Bank shall be procured in accordance with ICB or LIB procedures.

⁴¹ BOO: Build, Own, Operate.
BOT: Build, Operate, Transfer.
BOOT: Build, Own, Operate, Transfer.

⁴² For projects such as toll roads, tunnels, harbors, bridges, power stations, waste disposal plants, and water distribution systems.

Procurement under Loans Guaranteed by the Bank

3.14 If the Bank guarantees the repayment of a loan made by another lender, the goods and works financed by the said loan shall be procured with due attention to economy and efficiency and in accordance with procedures which meet the requirements of paragraph 1.5.

Community Participation in Procurement

3.15 Where, in the interest of project sustainability, or to achieve certain specific social objectives of the project, it is desirable in selected project components to (i) call for the participation of local communities and/or nongovernmental organizations (NGOs), or (ii) increase the utilization of local know-how and materials, or (iii) employ labor-intensive and other appropriate technologies, the procurement procedures, specifications, and contract packaging shall be suitably adapted to reflect these considerations, provided these are efficient. The procedures proposed shall be outlined in the Staff Appraisal Report, the President's Report, and the Loan Agreement.

Appendix 1

REVIEW BY THE BANK OF PROCUREMENT DECISIONS

Scheduling of Procurement

1. The Bank shall review the procurement arrangements proposed by the Borrower, including contract packaging, applicable procedures, and the scheduling of the procurement process, for its conformity with these Guidelines and proposed implementation program and disbursement schedule. The Borrower shall promptly inform the Bank of any delay, or other changes in the scheduling of the procurement process, which could significantly affect the timely and successful implementation of the project contracts, and agree with the Bank on corrective measures.

Prior Review

2. With respect to all contracts which, in accordance with the Loan Agreement, are made subject to the Bank's prior review:

- (a) In cases where prequalification is used, the Borrower shall, before prequalification submissions are invited, furnish the Bank with the draft documents to be used, including the text of the invitation to prequalify, the prequalification questionnaire, and the evaluation methodology, together with a description of the advertising procedures to be followed, and shall introduce such modifications in said procedure and documents, as the Bank shall reasonably request. The list of prequalified bidders, together with a statement of their qualifications and of the reasons for the exclusion of any applicant for prequalification, shall be furnished by the Borrower to the Bank for its comments before the applicants are notified of the Borrower's decision, and the Borrower shall make such additions to, deletions from, or modifications in the said list as the Bank shall reasonably request.
- (b) Before bids are invited, the Borrower shall furnish to the Bank for its comments, draft bidding documents, including the invitation to

bid; instructions to bidders, including the basis of bid evaluation and contract award; and the conditions of contract and specifications for the civil works, supply of goods, or installation of equipment, etc., as the case may be, together with a description of the advertising procedures to be followed for the bidding (if prequalification has not been used), and shall make such modifications in the said documents as the Bank shall reasonably request. Any further modification shall require the Bank's concurrence before it is issued to the prospective bidders.

- (c) After bids have been received and evaluated, the Borrower shall, before a final decision on the award is made, furnish to the Bank, in sufficient time for its review, a detailed report (prepared, if the Bank shall so request, by experts acceptable to the Bank), on the evaluation and comparison of the bids received, together with the recommendations for award and such other information as the Bank shall reasonably request. The Bank shall, if it determines that the intended award would be inconsistent with the Loan Agreement, promptly inform the Borrower and state the reasons for such determination.
- (d) If the Borrower requires an extension of bid validity to complete the process of evaluation, obtain necessary approvals and clearances, and to make the award, it should seek the Bank's prior concurrence for the first request for extension, if it is longer than eight weeks, and for all subsequent requests for extension, irrespective of the period.
- (e) The terms and conditions of a contract shall not, without the Bank's concurrence, materially differ from those on which bids were asked or prequalification of Contractors, if any, was invited.
- (f) One conformed copy of the contract shall be furnished to the Bank promptly after its execution and prior to delivery to the Bank of the first application for withdrawal of funds from the Loan Account in respect of such contract. Where payments for the contract are to be made out of a Special Account (SA), a copy of the contract shall be furnished to the

Bank prior to the making of the first payment out of the SA in respect of such contract.

- (g) All evaluation reports shall be accompanied with a summary of the procurement on a form provided by the Bank. The description and amount of the contract, together with the name and address of the successful bidder, shall be subject to release by the Bank upon confirmation by the Borrower of contract award.

Modifications

- 3. In the case of contracts subject to prior review, before granting a material extension of the stipulated time for performance of a contract, agreeing to any modification or waiver of the conditions of such contract, including issuing any change order or orders under such contract (except in cases of extreme urgency) which would in aggregate increase the original amount of the contract by more than 15 percent of the original price, the Borrower shall inform the Bank of the proposed extension, modification, or change order and the reasons therefor. If the Bank determines that the proposal would be inconsistent with the provisions of the Loan Agreement, it shall promptly inform the Borrower and state the reasons for its determination. A copy of all amendments to the contract shall be furnished to the Bank for its record.

Post Review

- 4. With respect to each contract not governed by paragraph 2, the Borrower shall furnish to the Bank, promptly after its signing and prior to delivery to the Bank of the first application for withdrawal of funds from the Loan Account in respect of such contract, one conformed copy of such contract, together with the analysis of the respective bids, recommendations for award, and such other information as the Bank shall reasonably request. Where payments for the contract are to be made out of a Special Account, a copy of the contract, together with the other information required to be furnished to the Bank, shall be furnished to the Bank prior to delivery to the Bank of the first replenishment application in respect of such contract. The Bank shall, if it determines that the award of the contract or the contract itself is not consistent with the Loan Agreement, promptly

inform the Borrower and state the reasons for such determination. These provisions shall not apply to contracts on account of which withdrawals from the loan are to be made on the basis of Statements of Expenditure,⁴³ for which case all such documents shall be retained by the Borrower for subsequent examination by independent auditors and Bank supervision missions.

Translations

5. If a contract awarded under ICB procedures to a local bidder is written in the national language,⁴⁴ a certified translation of the contract in either English, French, or Spanish shall be furnished to the Bank together with the conformed copy of the contract. Such certified translations shall also be furnished to the Bank, for any subsequent modifications of such contracts.

Appendix 2

DOMESTIC PREFERENCES

Preference for Domestically Manufactured Goods

1. The Borrower may, with the agreement of the Bank, grant a margin of preference in the evaluation of bids under ICB procedures to bids offering certain goods manufactured in the country of the Borrower, when compared to bids offering such goods manufactured elsewhere. In such cases, bidding documents shall clearly indicate any preference to be granted to domestic manufactured goods and the information required to establish the eligibility of a bid for such preference. The nationality of the manufacturer or Supplier is not a condition for such eligibility. The methods and stages set forth hereunder shall be followed in the evaluation and comparison of bids.

2. For comparison, responsive bids shall be classified in one of the following three groups:

- (a) Group A: bids offering goods manufactured in the country of the Borrower if the bidder establishes to the satisfaction of the Borrower and the Bank that (i) labor, raw material, and components from within the country of the Borrower will account for more than 30 percent of the EXW price of the product offered, and (ii) the production facility in which those goods will be manufactured or assembled has been engaged in manufacturing/assembling such goods at least since the time of bid submission.
- (b) Group B: all other bids offering goods from within the country of the Borrower.
- (c) Group C: bids offering the goods from abroad and to be directly imported.

3. The EXW price quoted by a Group A bidder shall include all duties and taxes paid or payable on the basic materials or components purchased in the domestic market or imported. Similarly, prices quoted by Group B bidders shall include all duties and taxes on components and raw materials. The price quoted by Group A and B bidders shall exclude

⁴³ Refer to Appendix 3.

⁴⁴ Refer to para. 2.15.

the sales and similar taxes on the finished product. The price quoted by Group C bidders shall be on CIF or CIP border point or other destination, exclusive of customs duties and other import taxes.

4. In the first step, all evaluated bids in each group shall be compared to determine the lowest evaluated bid in each. Such lowest evaluated bids shall then be compared with each other and if, as a result of this comparison, a bid from Group A or Group B is the lowest, it shall be selected for the award.

5. If, as a result of the comparison under paragraph 4 above, the lowest evaluated bid is a bid from Group C, all Group C bids shall 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, an amount equal to: (i) the amount of duties and other related import charges which a nonexempt importer would have to pay for the importation of the goods offered in such Group C bid; or (ii) 15 percent of the CIF or CIP bid price of such goods if said duties and charges exceed 15 percent of such price. If the Group A bid in such further comparison is the lowest, it shall be selected for the award; if not, the lowest evaluated bid from Group C, as determined from the comparison under paragraph 4, shall be selected.

6. In the case of single responsibility, supply and installation or turnkey⁴⁵ contracts in which a number of discrete items of equipment is grouped into one contract package, the preference margin shall not be applied to the whole package, but only to the locally-manufactured equipment within the package. Equipment offered from abroad shall be quoted CIF or CIP, and equipment offered locally EXW (free of sales and similar taxes); all other components, such as design, works, installation, and supervision, shall be quoted separately. Bids should not be classified into groups A, B, or C. In the comparison of bids, only the CIF or CIP price in each bid of the equipment offered from outside the Borrower's

country shall be increased by the applicable duty and other taxes payable by a nonexempt importer or 15 percent, whichever is less. If duties vary from item to item within a package, the appropriate tariff for each piece of equipment shall apply. No preference shall be applied for any associated services or works included in the package.

Preference for Domestic Contractors

7. For contracts for works to be awarded on the basis of ICB, eligible Borrowers may, with the agreement of the Bank, grant a margin of preference of 7.5 percent to domestic Contractors,⁴⁶ in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification,⁴⁷ such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular Contractor or group of Contractors qualifies for a domestic preference. The bidding documents shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of bids to give effect to such preference.
- (b) After bids have been received and reviewed by the Borrower, responsive bids shall be classified into the following groups:
 - (i) Group A: bids offered by domestic Contractors eligible for the preference.
 - (ii) Group B: bids offered by other Contractors.

For the purpose of evaluation and comparison of bids, an amount equal to 7.5 percent of the bid amount shall be added to bids received from Contractors in Group B.

⁴⁵ These provisions apply only if customs duties are excluded from the bid prices, and the price of imported goods quoted is on a CIF or CIP basis.

⁴⁶ Preference for domestic Contractors is applicable only in countries which qualify. See subpara. 2.54(b).

⁴⁷ At the prequalification and/or at the bidding stage.

DISBURSEMENTS

1. The responsibility for the implementation of the project, and therefore for the payment of goods, works, and services under the project, rests solely with the Borrower. The Bank, for its part, is required by its Articles of Agreement to ensure that funds are paid from a Bank loan only as expenditures are incurred. Disbursements of the proceeds of a loan are made only at the Borrower's request. Supporting evidence that the funds are used in accordance with the Loan Agreement shall be submitted with the Borrower's withdrawal application. Payment may be made (i) to reimburse the Borrower for payment(s) already made from its own resources, (ii) directly to a third party (usually to a Supplier or Consultant), or (iii) to a commercial bank for expenditures against a World Bank Special Commitment covering a commercial bank's letter of credit.

2. Two widely used procedures with special requirements are Statements of Expenditure (SOEs) and Special Accounts (SAs). The SOE method is used to reimburse the Borrower when documentation would otherwise be cumbersome or voluminous (for example, expenditures on civil works carried out by force account or payments against small contracts or purchase orders). For withdrawals against SOEs, the Borrower submits a form with details of the expenditures (the SOE form) and retains the actual supporting documentation in the field for subsequent examination by independent auditors and Bank supervision missions.

3. Special Accounts (SAs) are revolving accounts funded with an advance from a Bank loan for use by the Borrower exclusively to cover the Bank's share of eligible expenses in both local and foreign currencies. The primary objective of the SA is to help the Borrower overcome cash flow problems and speed disbursements. The Borrower makes payments from the account to Contractors, Suppliers, and others when the payments are due. The Bank replenishes the SA regularly upon receipt of a withdrawal application with appropriate supporting documentation from the Borrower. Towards the end of loan disbursements, the Bank initiates a recovery

procedure to obtain full documentation for the amount of the outstanding advance.

4. The Loan Agreement and the disbursement letter outline the disbursement procedures to be followed for the loan, including retroactive financing provisions, items eligible for disbursement under the Statement of Expenditure (SOE) procedure, requirements for the operation of a Special Account (SA), and a minimum application value. The minimum value varies among loans depending on the size of the loan and the nature of the project. Where there is an SA, the minimum value is generally between 10 percent and 33 percent of the total advanced to the SA. The method of payment specified in the bidding documents shall take into account the disbursement procedures applicable to the concerned loan.

5. A complete description of the Bank's disbursement procedures is provided in the *Disbursement Handbook*.

GUIDANCE TO BIDDERS

Purpose

1. This Appendix provides guidance to potential bidders wishing to participate in Bank-financed procurement.

Responsibility for Procurement

2. As emphasized in paragraph 1.2 of the Guidelines, the Borrower is legally responsible for the procurement. It invites, receives, and evaluates bids, and awards the contract. The contract is between the Borrower and the Supplier or Contractor. The Bank is not a party to the contract.

Bank's Role

3. As stated in paragraph 1.11 of the Guidelines, the Bank reviews the procurement procedures, documents, bid evaluations, award recommendations, and the contract to ensure that the process is carried out in accordance with agreed procedures, as required in the Loan Agreement. In the case of major contracts (defined usually by a dollar threshold in each Loan Agreement), the documents are reviewed by the Bank prior to their issue, as described in Appendix 1. Also, if, at any time in the procurement process (even after the award of contract), the Bank concludes that the agreed procedures were not followed in any material respect, the Bank may declare misprocurement, as described in paragraph 1.13. However, if a Borrower has awarded a contract after obtaining the Bank's "no objection," the Bank will declare misprocurement only if the "no objection" was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower. Furthermore, if the Bank determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of the bidder, the Bank may impose the applicable sanctions set forth in paragraph 1.15 of the Guidelines.

4. The Bank has published *Standard Bidding Documents* (SBDs) for various types of procurement. As stated in paragraph 2.12 of the Guidelines, it is mandatory for the Borrower to use these documents,

with minimum changes to address country- and project-specific issues. The prequalification and bidding documents are finalized and issued by the Borrower.

Information on Bidding

5. Information on bidding opportunities under ICB may be obtained from the General Procurement Notice and the Specific Invitation to prequalify or to bid, as described in paragraphs 2.7 and 2.8 of the Guidelines. General guidance on participation,⁴⁸ as well as advance information on business opportunities in upcoming projects, may be obtained from publications which can be obtained through subscription to the United Nations *Development Business* (UNDB), as well as from the Public Information Center.⁴⁹ Staff Appraisal Reports are also available from the Public Information Center upon approval of the loan.

Bidder's Role

6. Once a bidder receives the prequalification or bidding document, the bidder should study the documents carefully to decide if it can meet the technical, commercial, and contractual conditions, and if so, proceed to prepare its bid. The bidder should then critically review the documents to see if there is any ambiguity, omission, or internal contradiction, or any feature of specifications or other conditions which are unclear or appear discriminatory or restrictive; if so, it should seek clarification from the Borrower, in writing, within the time period specified in the bidding documents for seeking clarifications.

7. The criteria and methodology for selection of the successful bidder are outlined in the bidding documents, generally under Instructions to Bidders and Specifications. If these are not clear, clarification should be similarly sought from the Borrower.

⁴⁸ The *Guide to International Business Opportunities*.

⁴⁹ The UNDB address is listed in footnote 19. The Public Information Center address is the World Bank address at 1818 H Street, N.W., Washington, D.C., 20433, U.S.A.

8. In this connection it should be emphasized that the specific bidding documents issued by the Borrower govern each procurement, as stated in paragraph 1.1 of the Guidelines. If a bidder feels that any of the provisions in the documents are inconsistent with the Guidelines, it should also raise this with the Borrower.

9. It is the responsibility of the bidder to raise any issue of ambiguity, contradiction, omission, etc., prior to the submission of its bid, to assure submission of a fully responsive and compliant bid, including all the supporting documents requested in the bidding documents. Noncompliance with critical (technical and commercial) requirements will result in rejection of the bid. If a bidder wishes to propose deviations to a noncritical requirement, or propose an alternative solution, the bidder should quote the price for the fully compliant bid and then separately indicate the adjustment in price that can be offered if the deviation or alternative solution is accepted. Once bids are received and publicly opened, bidders will not be required or permitted to change the price or substance of a bid.

Confidentiality

10. As stated in paragraph 2.46, the process of bid evaluation shall be confidential until the award is notified. This is essential to enable the Borrower and Bank reviewers to avoid either the reality or perception of improper interference. If at this stage a bidder wishes to bring additional information to the **notice of the Borrower, the Bank, or both**, it should do so in writing.

Action by the Bank

11. Bidders are free to send copies of their communications on issues and questions with the Borrower to the Bank or to write to the Bank directly, when Borrowers do not respond promptly, or the communication is a complaint against the Borrower. All such communications should be addressed to the Chief of the Division for the relevant sector for the borrowing country, with a copy to the Regional Procurement Adviser.

12. References received by the Bank from potential bidders, prior to the closing date for submission of the bids, will, if appropriate, be referred to the Borrower with the Bank's comments and advice, for action or response.

13. Communication received from bidders after the opening of the bids, will be handled as follows. In the case of contracts not subject to prior review by the Bank, the communication will be sent to the Borrower for due consideration and appropriate action, if any, and these will be reviewed during subsequent supervision of the project by Bank staff. In the cases of contracts subject to the prior review process, the communication will be examined by the Bank, in consultation with the Borrower. If additional data is required to complete this process, these will be obtained from the Borrower. If additional information or clarification is required from the bidder, the Bank will ask the Borrower to obtain it and comment or incorporate it, as appropriate, in the evaluation report. The Bank's review will not be completed until the communication is fully examined and considered.

14. Except for acknowledgment, the Bank will not enter into discussion or correspondence with any bidder during the evaluation and review process of the procurement, until award of the contract is notified.

Debriefing

15. 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 Borrower. If the bidder is not satisfied with the explanation given and wishes to seek a meeting with the Bank, it may do so by addressing the Regional Procurement Adviser for the borrowing country, who will arrange a meeting at the appropriate level and with the relevant staff. In this discussion, only the bidder's bid can be discussed and not the bids of competitors.

CATALOGUE OF DRUGS AND CHEMICALS 1999



**GOVERNMENT OF WEST BENGAL
DIRECTORATE OF HEALTH SERVICES
CENTRAL MEDICAL STORES**

**141 ACHARYA J. C. BOSE ROAD
CALCUTTA 700 014**

Telephone : 244-4417-19
Telegram : CENTISTOR

**CATALOGUE
OF
DRUGS AND CHEMICALS
1999**



**GOVERNMENT OF WEST BENGAL
DIRECTORATE OF HEALTH SERVICES
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Foreword

Drugs occupy an important place in the prevention and treatment of various ailments notwithstanding definitive role of non-drug therapies, like physical exercise, weight reduction, dieting, cessation of smoking, etc. in many diseases. Selection, procurement and distribution of drugs for patients attending hospitals and health centres, therefore, constitute an important task for the Department of Health of the State Govt. Although several thousands of drug formulations are available in the market, it is neither necessary nor feasible to provide all the drugs marketed in the country to the beneficiaries of the public health sector. Hence the necessity of preparation of a limited list of drugs, reagents and chemicals for the Govt. hospitals and health centres.

Department of Health and Family Welfare, Govt. of West Bengal, was the pioneer in the country for the preparation of a limited list of drugs (essential drugs) for all the Govt. hospitals in the state. Keeping pace with the development in medical science, the original list has undergone periodic revisions. The present list has been revised by medical experts of the Tender Selection Committee of the Dept. of Health & F. W. on the basis of WHO-Essential Drugs List (1997) and the National Essential Drugs List. This was subsequently examined and endorsed by the participants and resource persons of the Workshop on Rational Use of Drugs held at the Institute of Health & F.W., Salt Lake, Calcutta (Vide Memo No. HF/TDE/939/MERT/2S-16/98 dt. 24/12/98 & A698(22) dt. 28/03/99 of DME, West Bengal). The list of participants of the Workshop has been published separately with this document.

Like the previous catalogues, this publication gives an alphabetical list of drugs to be procured which has again been divided into three tiers for the purpose of utilization by different levels of health facilities according to the hierarchy in the health set-up. It is hoped that the personnel responsible for procurement would ensure steady supply and those responsible for patients care would use the drugs rationally, so that millions of common people who are dependent on the Govt. health facilities can derive maximum benefit from the service.

Prof. S. K. Bandyopadhyay
Director, Medical Education &
Chairman, Tender Selection Committee,
Dept. of Health & F. W., Govt. of West Bengal
Writers' Buildings, Calcutta.

List of the Participants in the Workshop on Rational Use of Drugs

Organised by

School of Tropical Medicine, Calcutta in collaboration with
Foundation for Health Action

Sl. No.	Name	Designation
1.	Dr. Sibnath Ghosh	M.O. (Surgeon), TLJ Hospital, Howrah
2.	Dr. Buddhadeb Mukherjee	M.O. (Physician), Howrah District, Hospital, Howrah
3.	Dr. Sujit Biswas	Paediatrician, Krishnagar Sadar Hospital, Nadia
4.	Dr. T. N. Ghosh	Reader, Dept. of Medicine, NRS Medical College, Calcutta
5.	Dr. A. C. Debnath	C.M.O.H., 24 Parganas (South)
6.	Dr. K. K. Dutta	Sr. Lecturer of Surgery, Calcutta National Medical College
7.	Dr. (Mrs.) Kamala Sikdar	Associate Prof. of G & O. NRS Medical College, Calcutta
8.	Dr. P. K. Saha	Superintendent, B. C. Roy Polio Clinic & Hospital, Calcutta
9.	Dr. Shibarjun Ghosh	Assoc. Prof. Paediatric Medicine, R. G. Kar Medical College, Calcutta
10.	Prof. Basudeb Banerjee	Head of the Dept. of G & O, Calcutta National Medical College, Calcutta
11.	Dr. Aniruddha Kar	C. M. O. H., 24 Parganas (North)
12.	Dr. Amalendu Chatterjee	Associate Prof. of Medicine, I. D. and B. G. Hospital Calcutta
13.	Dr. P. P. Mukherjee	Sr. Lecturer of Medicine, B. S. Medical College, Bankura
14.	Dr. A. K. Maity	Head of Dept. of G & O., B. S. Medical College, Bankura
15.	Dr. Asish Kumar Nandy	Gynaecologist, District Hospital, Howrah

Sl. No.	Name	Designation
16.	Dr. P. K. Barai	Superintendent, Sub. Divisional Hospital, Bishnupur, Bankura
17.	Dr. A. K. Datta	Physician, Sub. Div. Hosp., Bishnupur, Bankura
18.	Dr. J. N. Sarkar	Lecturer, Dermatology, School of Tropical Medicine, Calcutta
19.	Dr. Netai Pramanick	RMO-cum-Clinical Tutor, School of Tropical Medicine, Calcutta
20.	Dr. Sudev Saha	Lecturer, Dept. of Surgery, N.R.S. Medical College, Calcutta
21.	Dr. N. K. Pal	Reader & H.O.D., Bact. & Serology, School of Tropical Medicine, Calcutta
22.	Dr. K. P. Das	Superintendent, I. D. & B. G. Hospital, Calcutta
23.	Dr. S. B. Ganguly	Lecturer of Medicine, R. G. Kar Medical College, Calcutta
24.	Dr. D. Basu	Prof., Practice of Medicine, N.I.H, Calcutta
25.	Prof. S. Mukherjee	Director, Inst. of Health, Salt Lake, Calcutta
26.	Sm. G. Barman	Faculty of I. H & F. W., Inst. of Health, Salt Lake, Calcutta
27.	Dr. B. Bhattacharjya	Addl. Director (Project), HSDP(II), Salt Lake, Calcutta
28.	Dr. S. N. Chatterjee	State General Hospital, Salt Lake, Calcutta
29.	Dr. S. K. Majumder	State General Hospital, Salt Lake, Calcutta
30.	Dr. N. K. Marik	Superintendent, District Hospital, Midnapur
31.	Dr. A. K. Saha	Lecturer of Surgery, Burdwan Medical College, Burdwan
32.	Dr. T. K. Chakraborty	Superintendent, M. R. Bangur Hospital, Calcutta
33.	Dr. B. Patra	Medical Officer, M. R. Bangur Hospital, Calcutta
34.	Dr. Ranjan Dey	Medical Officer (Urology), M. R. Bangur Hospital, Calcutta
35.	Dr. U. B. Thakur	Medical Officer (Gynae), M. R. Bangur Hospital, Calcutta

Sl. No.	Name	Designation
36.	Dr. Sikha Adhikary	Inspector of Stores, Central Medical Stores, Dept. of Health & F.W.
37.	Dr. S. Chakraborty	Lecturer of Paediatric Medicine, Burdwan Medical College
38.	Dr. Meena Basak	H. O. D. of Paediatric Medicine, B. C. Roy Children Hospital
39.	Dr. N. Basu	Medical Officer, M. R. Bangur Hospital, Calcutta
40.	Dr. (Mrs.) S. Mukherjee	Reader of Chest Medicine, Calcutta National Medical College
41.	Dr. Malay Dasgupta	Assoc. Prof. of Paediatric Medicine, Medical College, Calcutta
42.	Dr. Arati Ghosh	Assistant Prof. of G & O, R. G. Kar Medical College, Calcutta
43.	Prof. S. K. Basu	H. O. D., Medicine, Burdwan Medical College, Burdwan

Name of the Resource persons

Sl. No.	Name	Designation
1.	Dr. Krishnangshu Ray	Assoc. Prof. of Pharmacology, Burdwan Medical College
2.	Dr. T. K. Bhattacharya	Assoc. Prof. of Pharmacology, School of Tropical Medicine, Calcutta
3.	Dr. Swapan Jana	Demonstrator of Pharmacology, Calcutta National Medical College
4.	Prof. Pranab K Bhowmik	Ex-HOD, Paediatrics, Medical College, Calcutta
5.	Prof. P. K. Roy Palodhi	Ex-HOD, Paediatrics, NRS Medical College, Calcutta
6.	Prof. Tamal K. Biswas	Ex-HOD, Medicine, Calcutta National Med. Collge.
7.	Prof. B. N. Nag	Prof. of Pharmacology & Ex-Principal, NRS Medical College, Calcutta
8.	Prof. P. K. Sarkar	Prof. of Pharmacology & Director, School of Tropical Medicine, Calcutta.

GOVERNMENT OF WEST BENGAL
Department of Health and Family Welfare
T. D. E. Branch

No. HF/O/TDE/305/5S-37/99

Calcutta, *The 21st April, 1999*

From : The Asstt. Secy. to the Govt. of West Bengal.

To : The Director of Health Services, West Bengal

Memo

In G. O. No. H/TDE/724/3C-9/97/Pt. I dated the 9th September 1998 approval of the Deptt. was conveyed to the lists of medicines/medicinal items containing number of items as follows, for different tiers of health care systems of the State :—

- | | | |
|--------------------------------------|---|----------|
| (1) Primary Level | | |
| (a) First priority medicines | — | 35 items |
| (b) Other medicines | — | 61 items |
| (2) Secondary Level
(Category-II) | — | 61 items |
| (3) Tertiary Level
(Category-III) | — | 26 items |
| (4) Drugs common to all levels | — | 54 items |

[Including 6 items for Health Institutions where X-Ray facility exists].

1. The matter has further been reviewed by the Tender Selection Committee attached to the Central Medical Stores, Calcutta who have recommended for substituting above list of medicines etc. by separate lists of medicines, medicinal items and chemicals containing total no. of 268 items. It has ben decided to accept the recommendation of the committee and to revise the approved lists of drugs on that basis.

2. In persuance of the above decision the undersigned is directed to convey the approval of the Deptt. in appropriate modification of the Govt. order under reference, to the lists of medicines, medicinal items and other chemicals containing numbers as follows, details of which have been shown in the annexure, for different level health care systems of the State in lieu of the lists of medicines etc. approved and circulated in the Government order under reference :

(1) Primary Level Health Care		
(i) (Category-I)	—	37 items
(ii) [Category-I(a)]	—	45 items
(2) Secondary Level Health Care	—	52 items
(3) Tertiary Level Health Care	—	24 items
(4) Super Speciality Level Health Care	—	56 items
(5) Radiology materials	—	5 items
[For health institutions where X-Ray facility exists]		
(6) Antiseptic & Disinfectants	—	7 items
[For all levels of Health Care Units]		
(7) Dispensing Chemicals & Others	—	29 items
[For units where facilities for dispensing exist]		
(8) For all levels of Health Care System	—	13 items
Total	—	<u>268 items</u>

3. Procurement of medicines etc. and allotment of funds should be made on the basis of decisions already conveyed in the Govt. order No. H/TDE/196/3C-9/97 Pt. I dated the 10th March 1998.

4. All concerned are being informed.

Sd/-

Assistant Secretary

Instructions For the Suppliers

1. All drugs included in I. P. must be of I. P. specification. Drugs not included in the Indian Pharmacopoeia, but which are also included in other Pharmacopoeias, viz. U.S.P., International Pharmacopoeia, U.S.S.R.P. should conform to the specifications stated therein. In case of non-Pharmacopoeial drugs, actual composition must be mentioned on the label.
2. Ampoules should be provided with constricted neck and filling neck.
3. All ampoules should be of neutral glass and machine made. All glass bottles for I. V. infusions should be of U. S. P. Type-II and for single use only.
4. Disinfectant fluids should conform to the I.S.I. specifications as prescribed for them.
5. All supplies shall be accompanied by test certificate showing batch No., manufacturing date, expiry date and address of the manufacturer, storage particulars.
6. Supplies should strictly conform to the packing instructions as indicated under column 4 of the Catalogue.
7. All tablets and capsules should be supplied either in strip packing or in blister packing unless mentioned otherwise in column 3 of the catalogue.
8. All supplies including strips/blister packs must bear the following inscriptions on the label :
"C. M. S. (H) CAT. NO....., W. B. GOVT. SUPPLY"
NOT FOR SALE
9. Acceptance of supplies and payment of bills are subject to the product declared as of 'Standard Quality' by tests carried out as per decisions of the State Government.

List of Drugs for Use in Health Centres & Hospitals Under the department of health. Govt. of West Bengal

- | | |
|---|--|
| 1. Albendazole | 31. Bleaching powder |
| 2. Ampicillin | 32. Bleomycin sulphate |
| 3. Adhesive plaster | 33. Bromocriptine |
| 4. Adrenaline | 34. Blood bag |
| 5. Anti-snake venom | 35. Blood transfusion set |
| 6. Anti-rabies vaccine | 36. Betamethasone |
| 7. Anaesthetic ether | 37. Bisacodyl |
| 8. Atropine sulphate | 38. B. C. G. vaccine |
| 9. Acetylsalicylic acid | 39. Chlorpheniramine maleate |
| 10. Amoxycillin | 40. Chloramphenicol |
| 11. Acetazolamide | 41. Combined gastric antacid
(aluminium hydroxide &
magnesium hydroxide) |
| 12. Amitriptyline hydrochloride | 42. Chloroquine phosphate |
| 13. Amphotericin-B | 43. Ciprofloxacin |
| 14. Amikacin | 44. Clotrimazole |
| 15. Antiseptic lotion (5%–15%
cetrimide & 8% chlorhexidine
combination) | 45. Codeine phosphate |
| 16. Alcohol (absolute & rectified) | 46. Clotazimine |
| 17. Aromatic spirit of ammonia | 47. Carbamazepine |
| 18. Acriflavine | 48. Chlorpromazine hydrochloride |
| 19. Ammonium chloride | 49. Cefotaxime |
| 20. Allopurinol | 50. Calcium gluconate |
| 21. Acyclovir | 51. Cresol with soap solution |
| 22. Azathioprine | 52. Compound tincture of
cardamom |
| 23. Atenolol | 53. Ceftriaxone |
| 24. Amimophylline | 54. Cyclophosphamide |
| 25. Alprazolam | 55. Cisplatin |
| 26. Bacitracin | 56. Calcium folinate |
| 27. Benzyl benzoate | 57. Cytosine arabinoside |
| 28. Bupivacaine | 58. Captopril |
| 29. Benzyl penicillin | 59. Ceftazidime |
| 30. Barium sulphate | |