60. Clomiphene citrate
61. Carboprost tromethamine
62. Clomipramine
63. Calamine powder
64. Carbimazole
65. Cloxacillin
66. Cotton absorbent
67. Cetirizine
68. Compound tincture of benzoin
69. Dexamethasone
70. Dextrose injection 5%
71. Diazepam
72. Diclofenac sodium
73. Dextrose 5% + 0.9% sodium chloride injection
74. Diaminodiphenyl sulphone
75. Diethyl carbamazine citrate
76. Double antigen
77. Dextran in saline (mol. wt. 40,000)
78. Digoxin
79. Dobutamine
80. Diphtheria antitoxin
81. Dopamine
82. Dimercaprol
83. Doxycycline
84. Dacarbazine
85. Doxorubicin
86. Danazol
87. Diphtheria immunoglobulin
88. Dinoprostone
89. Disposable syringe with needle & disposable needle
90. Distilled water
91. Dicyclomine hydrochloride
92. Ergometrine maleate
93. Ethambutol
94. Ethinyl oestradiol
95. Ephedrine
96. Etoposide
97. Eye drop (zinc sulphate + boric acid)
98. Enalapril
99. Ethinyl oestradiol + laevonorgestrel.
100. Erythromycin
101. Frusemide
102. Fluorescine sodium
103. Fluoxetine
104. Framycetin sulphate
105. Fluphenazine decanoate
106. Ferrous sulphate
107. Folic acid
108. Formaldehyde
109. Furazolidone
110. Gentamicin
111. Glybenclamide
112. Glucagon
113. Glipizide
114. Griseofulvin
115. Gallamine triethiodide
116. Gentian violet
117. Glycerin
118. Gluteraldehyde
119. Halazone
120. Hepatitis—B vaccine
121. Homatropine hydrobromide
122. Haloperidol

123. Halothane
124. Hydrocortisone
125. Human chorionic gonadotropin
126. Heparin sodium
127. Hyoscine butyl bromide
128. Isonicotinic acid hydrazide
129. Ibuprofen
130. Isosorbide dinitrate
131. Isapghula husk
132. Indomethacin
133. Imipramine
134. Iopanoic acid
135. Iohexol non-ionic contrast
136. Insulin
137. Ketamine hydrochloride
138. Lignocaine hydrochloride with adrenaline
139. Lignocaine hydrochloride without adrenaline
140. Lugol's iodine
141. Lithium carbonate
142. Liquefied phenol
143. Levodopa + carbidopa
144. Metronidazole
145. Mebendazole
146. Metoclopramide
147. Miconazole
148. Measles vaccine
149. Morphine sulphate
150. Mannitol
151. Methyldopa
152. Magnesium sulphate
153. Magnesium carbonate
154. Mercurochrome
155. Methylene blue
156. Methotrexate
157. Mercaptopurine
158. Methyl phenindate
159. Methadone
160. Meglumine iothalamate
161. Norfloxacin
162. Nalorphine hydrochloride
163. Norethisterone acetate
164. Niclosamide
165. Nystatin
166. Neomycin
167. Neostigmine bromide
168. Nitrazepam
169. Normal saline
170. Nitrous oxide
171. Ondansetron
172. Oxygen
173. O.R.S.
174. Oxazepam
175. Oxyphenonium bromide
176. Paracetamol
177. Pethidine hydrochloride
178. Pyrazinamide
179. Promethazine hydrochloride
180. Phenobarbitone sodium
181. Prednisolone
182. Primaquine
183. Poliomyelitis vaccine
184. Phenytoin sodium
185. Propranolol
186. Polygelline
187. Pancuronium bromide

188. Pilocarpine nitrate
189. Physostigmine
190. Potassium chloride
191. Povidone iodine
192. Potassium permanganate
193. Phenyle
194. Potassium citrate
195. Protamine sulphate
196. Procarbazine hydrochloride
197. Phenylephrine
198. Plaster of Paris
199. Quinine sulphate
200. Quinine dihydrochloride
201. Rifampicin
202. Ranitidine
203. Ringer's lactate
204. Succinyl choline chloride
205. Sulphamethoxazole + trimethoprim
206. Salbutamol
207. Streptomycin
208. Sodium valproate
209. Synthetic oxytocin
210. Sodium antimony gluconate
211. Sodium bicarbonate
212. Sodium salicylate
213. Sodium chloride
214. Sodium citrate
215. Sodium calcium edetate
216. Sodium thiosulphate
217. Sodium nitroprusside
218. Sodium diatrizoate + meglumine diatrizoate
219. Silver sulphadiazine
220. Surgical ligatures & sutures
221. Soln. for peritoneal dialysis
222. Sulphadoxine + pyrimethamine
223. Surgical stitching needles
224. Theophyline derivative
225. Triple antigen
226. Thiacetazone
227. Thyroxine sodium
228. Tetanus toxoid
229. Tetanus antitoxin
230. Tetanus human immunoglobulin
231. Trifluperazine
232. Trihexyphenidyl
233. Tamoxiphen citrate
234. Timolol maleate drop
235. Thioridazine hydrochloride
236. Tropicamide
237. Trimethyl psoralen
238. Vitamin–A, B-complex, riboflavine, K, multivitamin, pyridoxine
239. Verapamil hydrochloride
240. Vincristine sulphate
241. Vinblastine
242. Warfarin sodium
243. Weak solution of iodine
244. Yellow soft paraffin
245. Zinc oxide powder
246. Saline set
247. Scalp vein set
248. I. V. canula

List of Drugs for Primary Health Care

(Category–I)

1. Albendazole
2. Anti snake venom
3. Anaesthetic ether
4. Atropine sulphate
5. Benzyl benzoate
6. Benzyl penicillin
7. Chlopheniramine maleate
8. Chloramphenicol
9. Combined gastric antacid (aluminium hydroxide & magnesium hydroxide)
10. Chloroquine phosphate
11. Dexamethasone
12. Dextrose
13. Diazepam
14. Ergometrine maleate
15. Ethambutol
16. Frusemide
17. Ferrous sulphate
18. Halazone
19. Isonicotinic acid
20. Lignocaine hydrochloride with adrenaline
21. Metronidazole
22. Metoclopramide
23. Mebendazole
24. Normal saline
25. O. R. S.
26. Oxyphenonium bromide
27. Paracetamol
28. Pethidine hydrochloride
29. Pyrazinamide
30. Rifampicin
31. Ringer's lactate
32. Sulphamethoxazole + trimethoprim
33. Salbutamol
34. Streptomycin
35. Tetanus toxoid
36. Thiacetazone
37. Vitamin B complex

List of Drugs for Primary Health Care

Category–I (a)

(Institutes of this level may also use drugs under category I)

1. Adrenaline
2. Anti-Rabies vaccine
3. Ampicillin
4. Atropine sulphate
5. Acetylsalicylic acid
6. Amoxycillin
7. Chlorpheniramine maleate
8. Chloramphenicol
9. Combined gastric antacid
10. Ciprofloxacin
11. Codeine phosphate
12. Clotrimazole
13. Clofazimine
14. Doxycycline
15. Dextrose 5% + 0.9% sodium chloride
16. Diaminodiphenyl sulphone
17. Diethylcarbamazine citrate
18. Double antigen
19. Folic acid
20. Frusemide
21. Gentamicin
22. Glibenclamide
23. Pyrazinamide
24. Ibuprofen
25. Isosorbide dinitrate
26. Isaphgula husk
27. Lignocaine hydrochloride without adrenaline
28. Metoclopramide
29. Miconazole
30. Measles vaccine
31. Norfloxacin
32. Promethazine hydrochloride
33. Phenobarbitone sodium
34. Prednisolone
35. Primaquine
36. Poliomyelitis vaccine
37. Quinine sulphate
38. Quinine dihydrochloride
39. Ranitidine
40. Synthetic oxytocin
41. Theophylline derivative
42. Triple antigen
43. Vitamin A
44. Riboflavin

List of Drugs for Secondary Health Care

Institutes of this level may also use drugs for category–I & I (a)

1. Lignocaine hydrochloride
2. Nitrous oxide
3. Thiopentone sodium
4. Bupivacaine
5. Morphine sulphate
6. Indomethacin
7. Nalorphine hydrochloride
8. Phenytoin sodium
9. Sodium valproate
10. Carbamazepine
11. Metronidazole
12. Alprazolam
13. Enalapril
14. Erythromycin
15. Gentamicin
16. Griseofulvin
17. Dextran in saline
18. Polygelline solution
19. Propranolol
20. Nitroglycerin
21. Digoxin
22. Dobutamine
23. Betamethasone
24. Acetazolamide
25. Dexamethasone
26. Ethinyl oestradiol
27. Norethisterone acetate
28. Thyroxin sodium
29. Carbimazole
30. Insulin
31. Glipizide
32. Hepatitis—B vaccine
33. Diphtheria antitoxin
34. Tetanus antitoxin
35. B. C. G. vaccine
36. Gallamine triethiodide
37. Pancuronium bromide
38. Neostigmine sulphate
39. Fluorescine sodium
40. Pilocarpine nitrate
41. Amitriptyline hydrochloride
42. Fluoxetine
43. Imipramine
44. Lithium carbonate
45. Chlorpromazine hydrochloride
46. Haloperidol
47. Trifluperazine
48. Thioridazine
49. Trihexiphenidyl
50. Salbutamol
51. Dextrose 10%, 25%
52. Blood bag

List of Drugs for Tertiary Health Care

Institutes of this level may also use drugs for category–I & I(a), II & also drugs for super specialities.

1. Halothane
2. 1/6 Molar lactate
3. Lignocaine hydrochloride
4. Cefotaxime
5. Amikacin
6. Cloxacillin
7. Sodium antimony gluconate
8. Heparin sodium
9. Warfarin sodium
10. Calcium gluconate
11. Verapamil hydrochloride
12. Isoprenaline sulphate
13. Methyldopa
14. Dopamine hydrochloride
15. Hydrocortisone hemisuccinate
16. Physostigmine salicylate
17. Magnesium sulphate
18. Amphotericin–B
19. Atenolol
20. Bisacodyl
21. Dimercaprol
22. Dinoprostone
23. Sodium bicarbonate

List of Drugs for Super Specialities

Institutes of this level may also use drugs for Category–I & I(a), II, III. But drugs under this category is only for tertiary level.

1. Ketamine Hydrochloride
2. Amlodipine
3. Allopurinol
4. Sodium calcium edetate
5. Sodium thiosulphate
6. Methylene blue
7. Protamine sulphate
8. Acyclovir
9. Ceftriaxone
10. Niclosamide
11. Fluconazole
12. Nystatin oint.
13. Neomycin + bacitracin oint.
14. Cyclophosphamide
15. 5-fluorouracil
16. Methotrexate
17. Procarbazine hydrochloride
18. Vinblastine
19. Vincristine
20. 6-mercaptopurine
21. Cytosine arabinoside
22. Dacarbazine
23. Etoposide
24. Calcium folinate
25. Doxorubicin
26. Cisplatin
27. Bleomycin sulphate
28. Azathioprine
29. Laevodopa + carbidopa
30. Trihexyphenidyl
31. Bromocriptine
32. Sodium nitroprusside
33. Quinidine sulphate
34. Captopril
35. Ondansetron
36. Clomiphene
37. Danazol
38. Tamoxifen citrate
39. Human chorionic gonadotropin
40. Glucagon
41. Diphtheria immunoglobulin
42. Tetanus human immuno-globulin
43. Succinyl choline chloride
44. Phenylephrine
45. Timolol maleate
46. Dexamethasone
47. Framycetin sulphate
48. Carboprost tromethamine
49. Clomipramine
50. Fluphenazine decanoate
51. Oxazepam
52. Nitrazepam
53. Methadone
54. Methyl phenirdate
55. Solution for intra-peritoneal dialysis

Radiology Materials

(for Health Institutions where X-Ray facilities exist)

1. Barium Sulphate
2. Iopanoic acid tab.
3. Meglumine iothalamate.
4. Sodium diatrizoate + Meglu-mine diatrizoate
5. Iohexol non-ionic contrast

Dispensing Chemicals & Others

(For units where dispensing facilities exist)

1. Water for injection
2. Distilled water I. P.
3. Rectified spirit
4. Absolute alcohol
5. Aromatic spirit of ammonia
6. Acriflavine
7. Liquid paraffin (heavy & light)
8. Compound tincture of cardamom
9. Weak solution of iodine
10. Compound tincture of benzoin
11. Sodium bicarbonate
12. Sodium salicylate
13. Sodium citrate
14. Sodium chloride
15. Yellow soft paraffin
16. Potassium citrate
17. Dextrose
18. Gentian violet
19. Ammonium chloride
20. Menthol
21. Mercurochrome
22. Ephedrine hydrochloride
23. Homatropine hydrobromide
24. Liquefied phenol
25. Glycerin
26. Magnesium sulphate
27. Magnesium carbonate
28. Calamine powder
29. Zinc oxide powder
30. Potassium permanganate

List of Items for Use at all Levels of Health Care

1. Cotton absorbent
2. Disposable syringe with needles
3. Disposable needles
4. Gauze & bandages
5. Ligatures & sutures
6. Surgical stitching needles
7. Plaster of paris
8. Oxygen
9. I. V. saline set
10. B. T. Set
11. Scalp vein set
12. I. V. canula
13. Adhesive plaster

Antiseptics & Disinfectants

(For all levels of Health Care Units)

1. Cresol with soap solution
2. Chlorhexidine (5 to 15%) + cetrimide 8% solution
3. Phenyle
4. Formalin (40% solution)
5. Bleaching powder
6. Gluteraldehyde solution
7. Formaldehyde tablets
8. Povidone iodine solution

Catalogue of Drugs & Chemicals

(With their specifications)

(A) Anaesthetics (General)

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
1.01/S	Thiopentone sodium powder for inj. 0.5g ampoule/vial with diluent	box of 10	Carton of 10 boxes
1.02/T	Halothane inhalation	250 ml. bot.	Carton of 10 bottles
1.03/P-I	Anaesthetic ether I.P.	500 ml. bot.	Carton of 10 bottles
1.04/S	Nitrous oxide I.P.	cylinder	Cylinder
1.05/S-S	Ketamine hydrochloride inj. 50 mg/10 ml vial	box of 10	Carton of 10 boxes
1.06/P-I	Oxygen I.P.	1320 litre cylinder	Cylinder
1.07/P-I	Oxygen I.P.	623 litre cylinder	Cylinder

(B) Anaesthetic (Local)

1.07(a)/ P-I	Lignocaine hydrochloride inj. 2% with adrenaline (1 in 100000)	vial of 30 ml	Carton of 10 vials
1.07(b)/ P-I(a)	Lignocaine hydrochloride inj. 2% without adrenaline	vial of 30 ml	Carton of 10 vials
1.07(c)/T	Lignocaine hydrochloride inj. 2% without preservative and without adrenaline	ampoule of 5 ml	Box of 10 ampoules
1.07(d)/S	Lignocaine hydrochloride ointment 5%	tube of 15 g	Carton of 10 tubes
1.07(e)/ P-I(a)	Lignocaine hydrochloride 4% Solution for topical use	vial of 30 ml	Carton of 10 vials
1.07(f)/S	Lignocaine hydrochloride 2% jelly	tube of 20 g	Carton of 10 tubes

N. B. : P-I = Primary health care, Category —I
P-I (a) = ,, ,, ,, ,, —I (a)
S = Secondary ,, ,, ,, —II
T = Tertiary ,, ,, ,, —III
S-S = Super Specialities —IV

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
1.07(g)/T	Lignocaine hydrochloride 2% viscous	tube of 20 g	Carton of 10 tubes
1.07(h)/T	Lignocaine hydrochloride inj. 5% (heavy) 2 ml ampoule for spinal anaesthesia	box of 10 ampoules	Carton of 10 boxes
1.07(I)	Lignocaine hydrochloride inj. 2% with preservative for cardiac use 50 ml. vial	box of 10 vials.	Carton of 10 boxes
1.08/S	Bupivacaine inj. 0.5% 20 ml vial	box of 10 vials	Carton of 10 boxes
1.09/T	Bupivacaine inj. 1% (heavy) 2 ml ampoules	box of 10 amp.	Carton of 10 boxes

(C) Analgesies, Antipyretics, Non-steroidal anti-inflammatory and anti-gout Drugs

2.01/P-I	Acetylsalicylic acid 300 mg tablet	strip of 10 tabs.	Carton of 10 x 10 tabs
2.02/P-I	Paracetamol 500 mg tab.	strip of 10 tabs.	Carton of 10 x 10 tabs
2.03/P-I	Indomethacin 25 mg tab.	strip of 10 tabs.	Carton of 10 x 10 tabs
2.04/P-I(a)	Ibuprofen 200 mg tab.	strip of 10 tabs.	Carton of 10 strips
2.05/S-S	Allopurinol 100 mg tab.	strip of 10 tabs.	Carton of 10 x 10 tabs
2.06/P-I	Pethidine hydrochloride inj. 100mg ampoule	box of 100 ampoules	Carton of 10 boxes.
2.07(a)/S	Morphine sulphate inj. 15 mg/1 ml ampoule	box of 10 ampoules	Carton of 10 boxes
2.07(b)/T	Morphine sulphate tab.	strip of 10 tabs.	Carton of 10 strips.

(D) Anti-allergic, Anti-anaphylactic Drugs

3.01(a)/ P-I(a)	Promethazine hydrochloride 10 mg tab	strip of 10 tabs.	Carton of 10 strips
3.01(b)/ P-I(a)	Promethazine hydrochloride inj. 50 mg /2ml ampoule.	box of 10 amp.	Carton of 10 boxes.
3.02/ P-I(a)	Promethazine elixir 5 mg/ 5 ml	phial of 100 ml.	Carton of 20 phials.

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
3.03(a) P-I	Chlorpheniramine maleate 4 mg tablets	strip of 10 tabs.	Carton of 10 x 10 tabs
3.03(b) P-I(a)	Chlorpheniramine maleate inj. 10 mg/1 ml ampoules	box of 10 ampoules	Carton of 10 boxes
3.04 (P-I(a)	Adrenaline Inj. (1 : 1000) 1 ml ampoule	box of 12 ampoules	Carton of 10 boxes

(E) Antidotes and other substances usedin poisoning

4.01/P-I	Atropine sulphate inj. 0.6 mg/ampoule	box of 100 ampoules	Carton of 10 boxes
4.02/S	Nalorphine hydrochloride inj. 10 mg/ampoule	box of 10 ampoules	Carton of 10 boxes
4.03/T	Dimercaprol inj. in oil 100 mg/2 ml ampoule	box of 10 ampoules	Carton of 10 boxes
4.04/S-S	Sodium calcium edetate inj. 100 mg/ml 5 ml ampoule	box of 50 ampoules	Carton of 10 boxes
4.04(a)/ S-S	Sodium calcium edetate tab. 500 mg	box of 100 tabs.	Carton of 10 boxes
4.05/S-S	Sodium thiosulphate inj. 250 mg/ml 50 ml ampoule	box of 10 ampoules	Carton of 10 boxes
4.06/S-S	Methylene blue inj. 10 mg/ml	500 ml bottle	Carton of 10 bottles

(F) Anti-epileptic Drugs

5.01(a)/ P-I	Diazepam inj. 10 mg/2 ml ampoule	box of 10 ampoules	Carton of 10 boxes
5.01(b)/ P-I	Diazepam 5 mg tab.	strip of 10 tabs.	Carton of 10 strips
5.01(c)/ P-I	Diazepam syrup 2 mg/5 ml	60 ml phial	Carton of 10 phials
5.02(a)/ P-I(a)	Phenobarbitone sodium 30 mg tab	strip of 10 tabs.	Carton of 10 strips
5.03(a)/S	Phenytoin sodium 100 mg tab.	Box of 10 ampoules	Carton of 10 boxes

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
5.03(b)/S	Phenytoin sodium Inj. 100 mg amp.	Box of 10 ampoules	Carton of 10 boxes
5.03(c)/S	Phenytoin suspension 25 mg/ml	114 ml phial	Carton of 10 phials
5.04(a)/S	Sodium valproate 200 mg tab.	strip of 10 tabs.	Carton of 10 strips
5.04(b)/S	Sodium valproate syrup 200 mg/5 ml	110 ml phial	Carton of 10 phials
5.05(a)/S	Carbamazepine 200 mg tab	strip of 10 tabs.	Carton of 10 strips
5.05(b)/S	Carbamazepine 10 mg/ 5 ml syrup	100 ml. phial	Carton of 10 boxes
5.06/T	Magnesium sulphate Inj. 10% ampoule	box of 10 ampoules	Carton of 10 boxes

(G) Anti-parasitic/Anti-infective Drugs

6.01(a)/ P-I	Metronidazole 400 mg tab. (Film-coated)	strip of 10 tabs.	Carton of 10 strips
6.01(b)/ P-I	Metronidazole suspension 100 mg/5 ml	60 ml bottle	Carton of 20 bottles
6.01(c)/S	Metronidazole Inj. 5 mg/ml	100 ml bottle	Carton of 10 bottles
6.02/S-S	Acyclovir 200 mg tab.	strip of 10 tabs.	Cart. of 10 strips

(H) Anthelmintic Drugs

7.01/P-I	Mebendazole 100 mg tab.	strip of 6 tabs.	Carton of 10 strips
7.02/P-I	Albendazole 400 mg tab.	strip of 1 tab.	Cart of 100 strips
7.03/S-S	Niclosamide 500 mg tab.	strip of 4 tabs.	Carton of 10 strips
7.04/ P-I(a)	Diethylcarbamazine citrate 50 mg tab.	strip of 10 tabs.	Carton of 10 strips

(I) Anti-Leishmanial Drugs

8.01/T	Sodium antimony gluconate	10 vials	Box of 10 vials.
8.02/T	Amphotericin–B Powder for Inj. 50 mg/vial	10 vials	Carton of 10 vials.

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
	(J) Anti-Malarial Drugs		
9.01(a)/ P-I	Chloroquine phosphate 150 mg base/tab	strip of 10 tabs.	Carton of 10 strips.
9.01(b)/ P-I	Chloroquine phosphate suspension 50 mg base per 5 ml	50 ml bottle	Carton of 10 bottles
9.01(c)/S	Chloroquine phosphate inj. 200 mg/5 ml ampoule	box of 10 ampoules	Carton of 10 boxes
9.02/ P-I(a)	Quinine sulphate 300 mg tablet	strip of 10 tabs.	Carton of 10 strips
9.03 P-I(a)	Quinine dihydrochloride Inj. 300 mg/ml in 2 ml amp.	box of 50	Carton of 10 boxes
9.04(a)/ P–1(a)	Primaquine tab. 2.5 mg	container of 1000	Carton of 10 containers
9.04(b) P–1(a)	Primaquine tab. 7.5 mg	strip of 10 tabs.	Carton of 10 strips
	(K) Anti-Leprosy Drugs		
10.01(a)/ P-I(a)	Clofazimine 50 mg capsule	container of 100 capsules	Carton of 10 containers
10.01(b) P-I(a)	Clofazimine 100 mg capsule	container of 100 capsules	Carton of 10 containers
10.02(a)/ P-I(a)	Dapsone (Diaminodiphenyl sulphone) 50 mg tab.	container of 1000 tabs.	Carton of 10 containers
10.02(b)/ P-I(a)	Dapsone (Diaminodiphenyl sulphone) 100 mg tab.	container of 1000 tabs.	Carton of 10 containers
10.03/ P-I(a)	Rifampicin 600 mg capsule	strip of 10 capsules	Carton of 10 strips
	(L) Anti-bacterial Drugs		
11.01(a)/ P-I	Benzyl penicillin inj. 500000 units/vial	vial	Carton of 100 vials
11.02(a)/ P-I	Sulphamethoxazole 800 mg + trimethoprim 160 mg tablet	strip of 10 tabs.	Carton of 10 strips

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
11.02(b)/ P-I	Sulphamethoxazole 100 mg + trimethoprim 20 mg combined tab.	strip of 10 tabs.	Carton of 10 strips
11.03(a)/ P-I(a)	Amoxycillin 250 mg capsules	strip of 10 capsules	Carton of 10 strips
11.04/ P-I(a)	Ampicillin sodium inj. 500 mg/vial	vial	Carton of vials
11.05(a)/ P-I(a)	Ciprofloxacin hydrochloride 500 mg. tab. (scored tab.)	strip of 10 tabs.	Carton of 10 strips
11.05(b)/S	Ciprofloxacin infusion	100 ml bottle	Carton of 10 bottles
11.06(a)/S	Erythromycin 250 mg tab.	strip of 10 tabs.	Carton of 10 strips
11.06(b)/S	Erythromycin granules equivalent to Erythromycin base 125 mg/ml (reconstituted)	phial of 50 ml.	Carton of 10 phials
11.07(a)/	Chloramphenicol 1% otic solution (sterile)	5 ml. vial	Carton of 10 vials
11.07(b)/S	Chloramphenicol dry syrup	bottle	Carton of 10 bottles
11.08(a)/T	Cloxacillin 250 mg capsule	strip of 10 caps.	Carton of 10 strips
11.08(b)/T	Cloxacillin dry syrup 125 mg/5 ml	phial	Carton of 10 phials
11.08(c)/T	Cloxacillin inj. 250 mg/ 5 ml vial	vial	Carton of 10 vials
11.09 (a)/ P–1(a)	Gentamicin sulphate Inj. 80 mg./2ml. vial	box of 10 vials	Carton of 10 boxes
11.11/ P–1(a)	Doxycycline 100 mg tab/cap	strip of 10 tabs/ capsules	Carton of 10 strips
11.12/ P–1(a)	Norfloxacin 400 mg tab.	strip of 10 tabs.	Carton of 10 strips
11.13/T	Amikacin sulphate inj. 500 mg vial	vial	Carton of 10 vials
11.14(a)/T	Cefotaxime inj. 500 mg vial	vial	Carton of 10 vials
11.14(b)/T	Cefotaxime Inj. 1g vial	vial	Carton of 10 vials
11.15(a)/ S–S	Ceftriaxone inj. 250 mg vial.	vial	Carton of 10 vials

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
11.15(b)/ S–S	Ceftriaxone inj. 1g vial	vial	Carton of 10 vials
	(M) Anti-tuberculosis Drugs		
12.01/ P–1	Streptomycin sulphate inj. 0.75g/vial	vial	Carton of 500 vials
12.02(a)/ P–1	Rifampicin 300 mg capsule	strip of 10 caps	Carton of 10 strips
12.02(b)/ P–1	Rifampicin 450 mg capsule	strip of 10 caps	Carton of 10 strips
12.03(a)/ P–1	Isoniazide 300 mg tab	container of 1000	Carton of 20 containers
12.03(b)/ P–1	Isoniazide 100 mg tab	strip of 10 tabs. in aluminium strip only	Carton of 10 strips
12.04/ P–1	Ethambutol 400 mg tab.	strip of 10 tabs.	Carton of 20 strips
12.05/ P–1	Pyrazinamide 500 mg tab.	strip of 10 tabs.	Carton of 10 strips
12.06/ P–1	Thiacetazone 150 mg	container of 1000	Carton of 10 containers
12.07/ P–1	INH 300 mg + thiacetazone 150 mg tab	container of 1000	Carton of 10 containers
12.08(a)/ P–1	INH 300 mg + rifampicin 450 mg tab	strip of 4 tabs.	Carton of 10 strips
12.08(b)/ P–1	INH 150 mg + Rifampicin 225 + pyrazinamide 750 mg	strip of 4 tabs.	Carton of 10 strips
	(N) Anti-fungal Drugs		
13.01/S	Griseofulvin 125 mg tab.	strip of 10 tabs.	Carton of 10 strips
13.02(a)/ P–1(a)	Clotrimazole vaginal tab.	strip of 6 tabs.	Carton of 10 strips
13.02(b)/ P–1(a)	Clotrimazole ointment	tube of 5g	Carton of 10 tubes
13.03/ S–S	Nystain 500000 I.U./tab.	strip of 10 tabs.	Carton of 10 tubes

Cat. No.	Nomenclature with Description	Accounting Unit	Packing

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	Cytosinearabinoside inj. (powder) 500 mg. vial	vial	Carton of 10 vials
39.05(b)/ S–S	Cytosinearabinoside 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./	Cartonof 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 (containing 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 diatrozoate 1600 mg + Meglumin diatrozoate 10400 mg	20 ml ampoule	Carton of 10 x 20 ml
42.04(b)/	Sodium diatrozoate 200 mg + Meglumin diatrozoate 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 ½ 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 filted 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 Absent 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	

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 x 11 ml
	(xx) CPK		
	(xxi) Echinococcosis-Elisa		
	(xxiii) Campylobeactor 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 mll/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 Fluride 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 dielhiocerbemet) :	"	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	Box of 10 ampoules	Carton of 10 boxes.
	(L) Anti-bacterial Drugs		
11.07(b)/S	Chloramphenicol dry syrup	Bottle	Carton of 10 bottles.
	(M) Anti-tuberculosis Drugs		
12.08(b)/ P-1	INH 150 mg + Rifampicin 225 + pyrazinamide 750 mg.	Strips of 4 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 conts.
	(W) Anti-emetics		
25.02(b) S.S	Metoclopramide inj.10 mg 2 ml Amp.	Box of 10 amps	Carton of 10 boxes
	(CC) Anti-diabetic & related Drugs		
31.04/S	Glucagon inj.1 mg in ampoules	Box of 10 amps.	Carton of 10 boxes.
	(GG) Drugs used in Obstetrics & Gynaecology.		
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	Intsuvenous 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

02.01.2001

2/1/2001
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 gauze 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(h)/P-1 should read as 38.05(b)/P-1

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

Circ. Milan
02.01.2001

2/1/2001

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

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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.	623C ltr.	Cylinder.

(C) Analgesies, Antipyreties, Non-steroidal Anti-inflammatory and Anti-gout 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 Trimethoprin 20 mg suspension 5 ml.	Phial of 50 ml.	Cart of 10 phials.
11.02(d)/ P-1	Sulphamethoxazole 400 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.

Orig. Below P.S. 1.1.2001 1/1/2001

(P) Anti Anaemic Drugs.

15.03/ P-1	Iron 100 mg Folic Acid ta.. 0.5 mg	Cont o 500 tabs.	Cart of 20 conts.

(R) Blood products and substitutes

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

(U) Diuretics

23.02/S	Mannitol Inj.20% Solution	bottle of 500 ml	Cart of 10 bottles.

(V) Antacid and Anti-ulcer Drugs

24.03/S	Famotidine 20 mg tab.	Strip of 10 tabs	Cart of 10 strips
24.04/T	Omeprazole 20 mg tab/cap	Strip of 10 Cap/tab.	Cart of 10 strips

(AA) Sex Hormones

29.05(a)/ S-S	Tamoxifen citrate 10 mg tabs	Strip of 10 tabs	Cart of 10 strips

(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.
38.05(a)/ P-1	Dextrose inj 5% bot (260 MOSM/L) isotonic	540 ml in glass bottle	Cart of 20 bottles.

(NN) Anti-neoplastic immunosuppressive & Allied Drugs.

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

Grey. Milan A.S. 1.1.2001 1/1/2001

contd..

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 fee[7] *[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. *[when applicable]*
ITB 1.1	Name of Project.
ITB 1.1	Name of Contract. *[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.]*
ITB 4.1	Name of Purchaser.
ITB 6.1	Purchaser's address, telephone, telex, and facsimile numbers.
ITB 8.1	Language of the bid. *[Insert "English," "French," or "Spanish".]*

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

(iv), (v) (optional)	*[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.]* ***[The related provisions shall be reflected accordingly in SCC and Price Schedules.]***
ITB 11.5	The price shall be fixed **or** the price shall be adjustable. *[Delete the nonapplicable option.]*
ITB 12.1 (a)	*[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:]* 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.
ITB 12.1 (b)	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. *[For currency conversion concerning the national currencies of the EMU countries vis-a-vis the euro, see ITB 25.1(c).]*

Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements. *[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:* *"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."]*
ITB 14.3 (b)	Spare parts required for ____ *[number]* of years of operation.
ITB 15.1	Amount of bid security. *[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*

	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.]
ITB 16.1	Bid validity period. *[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.]*
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	Time, date, and place for bid opening. *[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.]*

Bid Evaluation	
ITB 25.1 (c)	*[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.]*
ITB 25.2	Currency chosen for the purpose of converting to a common currency. *[Specify either the local currency* ***or*** *a convertible currency, for example, U.S. dollars.]* Source of exchange rate. *[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.]* Date of exchange rate. *[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.]*

ITB 26.4	Criteria for bid evaluation. *[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)).]***
ITB 26.5 (a)	Inland transportation from EXW/port of entry/border point to *[name of Project site(s)]*, and insurance and incidentals. Bidder shall furnish: • estimated dimensions and shipping weight of each package. • approximate EXW/CIF/CIP value of each package. *[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).]*
ITB 26.5 (b) **Option (i)** **Option (ii)** **Option (iii)**	Delivery schedule. Relevant parameters in accordance with option selected: adjustment expressed as a percentage, **or** adjustment expressed in an amount in the currency of bid evaluation, **or** adjustment expressed as a percentage *[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.]*
ITB 26.5 (c) (ii)	Deviation in payment schedule. Annual interest rate.
ITB 26.5 (d)	Cost of spare parts. *[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.]*
ITB 26.5 (e)	Spare parts and after sales service facilities in the Purchaser's country. *[Minimum service facilities and parts inventories* ***or*** *reference to the Technical Specifications.]*

ITB 26.5 (f)	Operating and maintenance costs. Factors for calculation of the life cycle cost: (i) number of years for life cycle *[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods]*; (ii) operating costs *[e.g., fuel and/or other input, unit cost, and annual and total operational requirements]*; (iii) maintenance costs *[e.g., spare parts—without duplication of above Clause 26.5 (d) requirements—and/or other inputs]*; and (iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. **or** Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents. *[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]*
ITB 26.5 (g)	Performance and productivity of equipment. *[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.]*
ITB 26.5 (h)	Details of other factors to be used in the evaluation and their evaluation method or reference to the Technical Specifications.
ITB 27	Domestic preference to apply. **or** Domestic preference not applicable. *[Delete the nonapplicable option.]*

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

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.

2. Application

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

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the **SCC.**

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

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

4. Standards

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

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and

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

5.4 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the 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

1. Bid Form and Price Schedules 73
2. Bid Security Form 77
3. Contract Form 78
4. Performance Security Form 79
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 2000[3]

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 decision 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

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[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.

INDIA

[*Project Name*][1]

[*Loan/Credit #*]

[*Title of Consulting Services*]

REQUEST FOR PROPOSALS
RFP [#]

[1] Information in brackets should be provided, then brackets and footnotes (except those in standard forms) should be deleted in version sent to consultants.

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SECTION 1. LETTER OF INVITATION

[*Location and Date*]

Dear [*Name of Consultant*]:

1. Government of India has received [*or "has applied for"*] a loan or credit from the International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA) toward the cost of [*Name of Project*], and intends to apply a portion of this loan to eligible payments under this Contract.

2. [*Name of Client*] now invites Proposals to provide the following Consulting Services: [*Short description of objectives and scope of the assignment*]. More details on the Services are provided in the attached Terms of Reference.

3. The RFP has been addressed to the following shortlisted consultants:

    1. [*List of Shortlisted Consultants*]
    2.
    3.
    4.
    5.
    6.

4. A firm will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.

5. The RFP includes the following documents:

    Section 1 - Letter of Invitation

    Section 2 - Information to Consultants

    Section 3 - Technical Proposal - Standard Forms

    Section 4 - Financial Proposal - Standard Forms

    Section 5 - Terms of Reference

    Section 6 - Standard Form of Contract.

6. Please inform us, upon receipt:

- that you received the letter of invitation; and
- whether you will submit a proposal alone or in association.

Yours sincerely,

[*Signature, name, and position of Client's representative*]

SECTION 2. INFORMATION TO CONSULTANTS*

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data Sheet and detailed in the edition of the Guidelines given in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately signature of a contract with the selected firm.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

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* This Information to Consultants section shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new clauses). Likewise, modifications to the standard Form of Contract should be made only by including clauses outlining the special conditions and not by introducing changes in the wording of the general conditions.

1.7 Bank policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.7.3 Any previous or ongoing participation in relation to the assignment by the firm, its professional staff, or its affiliates or associates under a contract with the World Bank may result in rejection of the proposal. Consultants should clarify their situation in that respect with the Client before preparing the proposal.

1.8 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants under Bank-financed contracts, observe the highest standard of ethics during the selection 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 anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive 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 firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will cancel the portion of the loan allocated to the firm's contract 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 selection process 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 contract financed by a Bank loan, a provision be included requiring consultants 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.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with the above sub para 1.8 (d).

1.10 Consultants shall furnish information as described in the financial proposal submission form (Section 4A) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to contract execution if the firm is awarded the contract.

1.11 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. Documents Comprising The RFP

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

3. Preparation Of Proposal

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a firm considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture relationship or sub-consultancy, as appropriate. Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet. The consultants are encouraged to seek participation of local consultants by entering into a joint venture with, or subcontracting part of the Assignment to national consultants.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed professional staff must have at least the experience indicated in the Data Sheet, preferably under conditions similar to those prevailing in the country of the Assignment.

(v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the client's national language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the firm's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) The list of the proposed staff team by speciality, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(v) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

(vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member. (Sections 3E and 3G).

(vii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(viii) Any additional information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff (foreign and local, in the field and at headquarters), and (b) reimbursables such as subsistence (per diem, housing), transportation (international and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity and if appropriate into foreign and local expenditures.

3.7 The Financial Proposal should clearly identify, as a separate amount, the local taxes (including social security), duties, fees, levies, and other impositions imposed under the applicable law, on the consultants, the sub-consultants, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise.

3.8 Consultants may express the price of their services in the currency of any Bank member country or in the European Currency Unit. The consultants may not use more than three foreign currencies. The Client may require consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by consultants and related to the Assignment will be listed in the Financial Proposal submission form (section 4A).

3.10 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, And Opening Of Proposals

4.1 The original Proposal (Technical Proposal and if required Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.

4.2 An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.3 For each Proposal, you should prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal should be marked "Original" or "Copy" as appropriate. If there are any discrepancies between the original and the copies of the Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "Financial Proposal" and warning: "Do Not Open with the Technical Proposal." Both envelopes shall be placed into an outer sealed envelope bearing the submission address and other information indicated in the Data Sheet and clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.5 The completed Technical and Financial Proposal must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any Proposal received after the closing time for submission of proposals shall be returned unopened.

4.6 After the deadline for submission of proposals the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed and deposited with a respectable public auditor or independent authority until all submitted proposals are opened publicly.

5. Proposal Evaluation

General

5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including any Bank reviews and issuance of a "no objection" letter, is concluded.

Evaluation of Technical Proposals

5.3 The individual member of the evaluation committee appointed by the Client will carry out the evaluation of proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal to be considered unsuitable shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. The Client shall notify consultants of the rejection of their Technical Proposal indicating that their Financial Proposals if any, will be returned unopened after completing the selection process.

5.4 Deleted.

Public Opening and Evaluation of Financial Proposals; Ranking

5.5 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than two weeks after the notification date. The notification may be sent by registered letter, cable, telex, facsimile, or electronic mail.

5.6 The Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Client shall prepare minutes of the public opening.

5.7 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have costed all items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any computational errors, and convert prices in various currencies to the single currency specified in the Data Sheet. The official selling rates used, to be provided by the source indicated in the Data Sheet, will be those in effect on the date indicated in the Data Sheet. The evaluation shall exclude local taxes, impositions as specified in para. 3.7.

*(UN Agencies shall not receive any preferential treatment in the competitive selection process, except that the Borrowers' may accept the privileges and immunities granted to UN agencies and their staff under existing international conventions and may agree with UN agencies on special payment arrangements required according to the agency's charter provided these are acceptable to the Bank. Such privileges, as well as other advantages such as tax exemption and other facilities and special payment provisions shall be evaluated and neutralized in the cost comparison.)

[* *Insert this para only in cases where the short-list includes an UN Agency.*]

5.8 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (*St*) and financial (*Sf*) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical/ financial score will be invited for negotiations.

5.9 Deleted.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out agreed final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to optimizing the required outputs from the firm within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 The financial negotiations will include a clarification of the firm's tax liability in the Client's country (if any), and the manner in which it will be reflected in the contract; and will reflect the agreed technical modifications in the cost of the services. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the firm that received the second highest score to contract negotiations.

7. Award Of Contract

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

7.2 The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is: _____

_____

_____

The method of selection is: Quality-and Cost-Based Selection (QCBS)

The Edition of the Guidelines is: January 1997 Revised September 1997

1.2 A technical and a Financial Proposals are requested: Yes ... No...

The name, objectives and description of the Assignment are: _____

_____

_____

1.3 The Assignment is phased: Yes _____ No_____ [*If yes, indicate the phasing*] _____

_____

_____

1.4 A pre-proposal conference will be held: Yes ___ No ___ [*If yes, indicate date, time and venue*] _____

_____

_____

The name(s), address(es), and telephone/numbers of the Client's Official(s) are: _____

_____

_____

1.5 The Client will provide the following inputs: _____

_____

_____

1.7.2 The Client envisages the need for continuity for downstream work: Yes ___ No ___ [*If yes, outline in the Terms of Reference the scope, nature, and timing of future work and indicate here the manner in which this information will be factored in the evaluation*]

1.11 The clauses on fraud and corruption in the contract are:

Sub-Clause 2.9.1 and 3.6 of G.C.C.

2.1 Clarifications may be requested ___ [*Insert number*] days before the submission date.

The address for requesting clarifications is:_____

_____

Telex:_____ Facsimile:_____

3.1 Proposals should be submitted in the following language(s): English

3.3 (i) Shortlisted firm/entity may associate with other shortlisted firm: Yes ___ No ___

(ii) The estimated number of professional staff months required for the assignment is:_____

(iv) The minimum required experience of proposed key staff is: [*Position, number of years of professional experience, specific expertise*]_____

_____

_____

(vi) Reports which are part of the assignment must be written in the following language(s):_____

_____

3.4 (vii) Training is an important feature of this Assignment: Yes___No ___ [*If yes provide appropriate information*]

(viii) Additional Information in the Technical Proposal includes:_____

_____

3.8 The Consultants to state local costs in Indian Rupees.

3.10 Proposals must remain valid 90 days after the submission date
i.e. until: _____

4.3 Consultants must submit an original and ____ [*Number*] additional copies of each proposal:

_____

_____

4.4 The proposal submission address is: _____
The information on the outer envelope should also include: _____

4.5 Proposals must be submitted no later than the following date and time: _____

_____

5.1 The address to bring information to the Client is: _____

_____

_____

5.3 The number of points to be given under each of the evaluation criteria are:

		Points
(i)	Specific experience of the consultants related to the Assignment	10
(ii)	Adequacy of the proposed work plan and methodology in responding to the TOR	20
(iii)	Qualifications and competence of the key staff for the Assignment	55
(iv)	Suitability of the transfer of knowledge program (training)	5
(v)	Local participation (As reflected by nationals among key staff presented by foreign and local firms)	10
	Total Points:	100

The number of points to be given under each of the evaluation sub-criteria for qualifications of staff are:

	Points
(i) General qualifications	30
(ii) Adequacy for the project	60
(iii) Experience in region & language	10
Total Points:	100

The minimum technical score required to pass is : 75 Points

5.7 The single currency for price conversions is: Indian Rupees

The source of official selling rates is: State Bank of India (SBI) B.C. Selling Rate of Exchange

The date of exchange rates is: the last date for submission of proposals, as indicated in Clause 4.5 of Data Sheet

The formula for determining the financial scores is the following:
[*Sf = 100 x Fm/F, in which Sf is the financial score and F the price of the proposal under consideration*]

5.8 The weights given to the technical and Financial Proposals are:
T= 0.8, and
P= 0.2

6.1 The address for negotiations is:_____

7.2 The Assignment is expected to commence on [*Month, Year*] at [*Location*]:____
_____
_____

Sincerely,

[Name of Client]

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Firm's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of Firm)

_____

_____

_____

TO: (Name and Address of Client)

_____

_____

_____

Ladies/Gentlemen:

Subject: Hiring of Consultancy Service for ----------

----------Technical Proposal.

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [*Date*] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Firm:
Address:

3B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (in Current US$):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Professional Staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Firm's Name: _____

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTING FIRM'S NAME:

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3E. Composition Of The Team Personnel, And Task(s) Of Each Team Member

1. **Technical/ Managerial Staff**

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. **Support Staff**

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

_____

Detailed Tasks Assigned: _____

_____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

_____

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

_____

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about three-quarters of a page.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ **Date:** _____

[Signature of staff member and authorized representative of the Firm] ***Day/Month/Year***

Full name of staff member: _____

Full name of authorized representative: _____

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)												
				1	2	3	4	5	6	7	8	9	10	11	12	Number of Months
1.																Subtotal (1)
2.																Subtotal (2)
3.																Subtotal (3)
4.																Subtotal (4)

Full-time: _____ Part-time: _____
Reports Due: _____
Activities Duration: _____

Signature: _____
(Authorized Representative)

Full Name: _____

Title: _____

Address: _____