

AFRICAN UNION

الاتحاد الأفريقي



UNION AFRICAINE

UNIÃO AFRICANA

Addis Ababa, ETHIOPIA P. O. Box 3243 Tel: +251 (0)11-551 7700 Fax: +251 (0)11-551 0430
Website : www.africa-union.org

AFRICAN UNION COMMISSION

PROCUREMENT OF GOODS BY OPEN TENDER

SUPPLY AND DELIVERY OF DRUGS AND OTHER MEDICAL CONSUMABLES FOR THE AUC MEDICAL CENTER UNDER FRAME WORK CONTRACT

Procurement Number: AUC/MHSD/G/002

February 2022

Contents

Section I. Invitation for Bids	1
Section II. Instructions to Bidders	5
Table of Clauses.....	3
Section III. Bid Data Sheet	29
Section IV. General Conditions of Contract	34
Table of Clauses.....	34
Section V. Special Conditions of Contract	41
Table of Clauses.....	51
Section VII. Technical Specifications	55
Section VIII. Sample Forms	55
Notes on the Sample Forms	71
1. Bid Form and Price Schedules	73
2. Contract Form	79
4. Bank Guarantee for Advance Payment.....	81
5. Manufacturer's Authorisation Form	83

Invitation for Bids

Procurement Number: AUC/MHSD/G/002

The African Union has allocated funds and invites bids from eligible bidders for the supply and delivery of Drugs and medical supplies, whose specifications are detailed in the bid document to the AUC Medical centre under **two years** framework contract

The items are categorised in different lots

LOT 1. Drugs

LOT 2. Non Drug-Medical supplies

Bidders can bid for LOT/LOTS of their preference

Bidders must quote for a minimum of 10% of each LOT to be considered for evaluation

Bidders are required to furnish the following:

- **Valid registration documents**(Certificate of incorporation, trading license)
- **Duly signed bid form in the format attached to the bid document**

Both technical and financial offers should be in the same file. Late bids will be rejected.

The **deadline** for submission of bids is **08 March 2022 at 15:00hrs local time.**

Bids will be opened on **08 March 2022 at 15:00hrs local time** in the presence of bidders or bidders' representatives who choose to attend the bid opening session virtually.

Details on bid submission and opening is given in the Bid Data Sheet (BDS) ITB Clause 18.2 (a)

Clarifications should be addressed to: e-mail: tender@africa-union.org

The telephone number is (+251) 11 5517700, Ext 4307, 2118

All documents should be addressed to:

**The Chairperson, Internal Procurement Committee
The African Union Commission;
P. O. Box 3243;
Roosevelt Street**

Addis Ababa, Ethiopia

SUPPLIERS CHECKLIST PRIOR TO SUBMISSION OF BID DOCUMENT

No	Description	tick
1	Duly filled and signed bid form (Section VIII of the bid document)	
2	Duly filled Financial offer	
3	Bid validity (60 days)	
4	Read and understood technical specifications, See Section 7 of the bid document	
5	One original, two copies of the bid document	
6	Read and understood the bid data (section 3)	
7	Attached copies of relevant Registration documents	
	i) Certificate of incorporation	
	ii) Valid trading license	
	iii) VAT Registration certificate	
	Other documents if applicable	

Table of Clauses

A. Introduction	5
1. Source of Funds	5
2. Eligible Bidders	5
3. Eligible Goods and Services	5
4. Cost of Bidding.....	6
B. The Bidding Documents	6
5. Content of Bidding Documents	6
6. Clarification of Bidding Documents.....	6
7. Amendment of Bidding Documents	7
C. Preparation of Bids.....	7
8. Language of Bid.....	7
9. Documents Constituting the Bid.....	7
10. Bid Form	8
11. Bid Prices.....	8
12. Bid Currencies	10
13. Documents Establishing Bidder’s Eligibility and Qualification....	10
14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents	11
15. Bid Security	12
16. Period of Validity of Bids	14
17. Format and Signing of Bid.....	14
D. Submission of Bids.....	15
18. Sealing and Marking of Bids	15
19. Deadline for Submission of Bids	15
20. Late Bids.....	16
21. Modification and Withdrawal of Bids	16
E. Opening and Evaluation of Bids.....	16
22. Opening of Bids by the Purchaser	16
23. Clarification of Bids.....	17
24. Preliminary Examination	17
25. Conversion to Single Currency.....	18
26. Evaluation and Comparison of Bids	19
27. Margin of Preference	24
28. Contacting the Purchaser	25
F. Award of Contract	26
29. Post-qualification.....	26
30. Award Criteria	26
31. Purchaser’s Right to Vary Quantities at Time of Award.....	26

32.	Purchaser’s Right to Accept Any Bid and to Reject Any or All Bids	27
33.	Notification of Award.....	27
34.	Signing of Contract.....	27
35.	Performance Security.....	27
36.	Corrupt or Fraudulent Practices.....	28

Section II. Instructions to Bidders

A. Introduction

- 1. Source of Funds**
 - 1.1 The Commission of the African Union (AUC) (hereinafter called “the Purchaser”) has an approved budget towards the cost of the procurement specified in the Bid Data Sheet, and intends to apply a portion of the funding to eligible payments under a contract for which this Invitation for Bids is issued.

- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all suppliers from eligible source countries 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 Bidders must not be under a declaration of suspension for corrupt, fraudulent, collusive, coercive or obstructive practices as issued by the African Union 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 as defined in the Bid Data Sheet.
 - 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 will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. 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 (BDS)
 - (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) Contract Form
 - (i) Performance Security Form
 - (j) Bank Guarantee Form for Advance Payment
 - (k) Manufacturer's Authorisation Form
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to provide all information required by the bidding documents or submission of 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 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 fifteen (15) 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 and the amendment will be binding on them.
- 7.3 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 to 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, sign and stamp 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, and their country of origin, quantity, and prices.
- 10.2 Unless otherwise indicated in the Bid Data Sheet, alternative bids shall not be considered.
- 10.3 In completing the Bid Form the Bidder shall note in particular the provisions of GCC Clause 33 in respect of Taxes and Duties.

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 Country specified for delivery:
 - (i) the price of the goods quoted EXW (ex works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), excluding all customs duties and sales and other taxes payable that are subject to the African Union exemption on payment of duties and taxes;
 - (ii) any such duties and taxes payable on the goods, that will be exempted 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; and

(iv) the price of other (incidental) services, if any, as 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, 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; and

(v) the price of other (incidental) services, if any, as 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 non-responsive 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.

11.6 If bids are invited for individual contracts (lots) or for any combination of contracts (packages), bidders wishing to offer any price reduction for the award of more than one Contract, shall specify in the bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package.

**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 Country specified for delivery, the prices shall be quoted in currency of the Country specified for delivery, unless otherwise specified in the Bid Data Sheet.
- (b) For goods and services that the Bidder will supply from outside the Country specified for delivery, the prices shall be quoted in US Dollars unless otherwise specified in the Bid Data Sheet. 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 currencies.

**13. Documents
Establishing
Bidder's
Eligibility**

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.

**and
Qualification**

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 authorised by the goods' Manufacturer or producer to supply the goods in the Country specified for delivery;
- (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 Country specified for delivery, the Bidder is or will be (if awarded the contract) represented by an Agent in the Country specified for delivery 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, 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 certified cheque.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as non-responsive, 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 the 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 non-responsive.
- 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. 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 may 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 all 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 authorised to bind the Bidder to the contract. All pages of the original bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialled 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 enclosed in an outer envelope and sealed.

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 Procurement 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 at the address specified under ITB Clause 18.2 (a) by 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 Substitution and Withdrawal of Bids 21.1 A Bidder may modify, substitute 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 but in addition the envelopes shall be clearly marked "WITHDRAWAL", "MODIFICATION" or "REPLACEMENT BID". A withdrawal notice may also be sent by fax or Email, 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 Bids requested to be withdrawn in accordance with ITB Sub-Clause 21.1 shall be returned unopened to the Bidder.

21.5 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 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 or bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders or bidders' representatives who are present shall sign an attendance sheet.

22.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. The inner envelopes of bids for which

an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 21 shall be returned un-opened to the Bidder.

22.3 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.

22.4 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.

22.5 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, unless there is an obvious discrepancy in placement of the decimal point. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder 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 that 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 Country specified for delivery at the selling exchange rate established for similar transactions by the national Central Bank;

Or

(b) 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 of the Country specified for delivery for the amount payable in local currency;

(c) the prevailing UN exchange rate

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 Country specified for delivery, or goods of foreign origin already located in the Country specified for delivery, sales and other similar taxes, which are or will be subject to the African Union exemption on payment of taxes and duties;

(b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes on the goods where these are subject to the African Union exemption on payment of taxes and duties; and

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

26.3 Price comparison shall be between the EXW price of the goods offered from within the Country specified for delivery, 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 Country specified for delivery.

26.4 The Purchaser's evaluation of a bid may 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 Country specified for delivery and

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 Country specified for delivery 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 the final destination or Project Site named in the Bid Data Sheet will be computed for each bid on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, the 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 final destination or 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 non-responsive. Within this acceptable range, an adjustment per week, as specified in the Bid Data Sheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule 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 stipulates 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 Country specified for delivery.*

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 capitalised 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.

26.6 When bids are invited for individual lots and award of multiple contracts to individual bidders is permitted, the methodology of evaluation and the application of any conditional discounts to determine the award of contracts shall be specified in the Bid Data Sheet.

27. Margin of Preference

27.1 If the Bid Data Sheet so specifies, the Purchaser will grant a margin of preference to goods supplied from within African Union Member States for the purpose of bid comparison, for which this clause shall apply.

27.2 African Union bidders shall provide all evidence necessary to prove that they meet the following criteria to be eligible for a margin of preference in the comparison of their bids with those of bidders who do not qualify for the preference. They should:

- (a) be registered within a Member State of the African Union;
- (b) have majority ownership by nationals of Member States of the African Union;
- (c) not subcontract more than ten (10) percent of the Contract Price to foreign suppliers; and

- (d) satisfy any other criteria specified for the purpose of eligibility for the margin of preference, as specified in the Bidding Data.

27.3 Joint ventures of African Union Member State firms may be eligible for the margin of preference provided that:

- (a) individual partners satisfy the criteria of eligibility of ITB Clauses 27.2 (a) and (b);
- (b) the joint venture is registered in the Country specified for performance of the works;
- (c) the joint venture shall not subcontract more than ten (10) percent of the Contract Price, to foreign firms; and
- (d) satisfy any other criteria specified for the purpose of margin of preference eligibility, as specified in the Bidding Data.

27.4 The following procedure will be used to apply the margin of preference:

- (a) Responsive bids will be classified into the following groups:
 - (i) Group A: bids offered by African Union Member State bidders and joint ventures meeting the respective criteria of ITB Clauses 27.2 and 27.3 above; and
 - (ii) Group B: all other bids.
- (b) For the purpose of evaluation and comparison of bids only, an amount equal to the percentage stated in the Bidding Data of the evaluated Bid prices determined in accordance with ITB Clause 26. Will be added to all bids classified in Group B.

**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 shall result in the rejection of the Bidder's bid.

F. Award of Contract

29. Post-qualification

29.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost 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 cost 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 cost 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 courier service 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 fourteen (14) 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 fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall, if required, furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the bidding documents or in another form acceptable to the Purchaser.

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 cost Bidder or call for new bids.

36. Fraud and Corruption

36.1 The African Union requires that Officers of the AU, as well as Bidders/ Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts.¹ In pursuance of this policy the AU:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice”² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) “fraudulent practice”³ is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) “coercive practice”⁵ is impairing or harming or threatening to impair or harm, directly or

¹In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

²“another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.

³a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴“parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.

⁵a “party” refers to any participant in the procurement process or contract execution.

indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

(b) will reject a recommendation for award of contract if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive 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 an African Union financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, an African Union financed contract.

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

Section III. 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 the ITB.

Introduction	
ITB Clause 1.1	Funding for this procurement is provided by the Member States of The African Union
ITB Clause 1.1	Name of Purchaser: African Union Commission
ITB Clause 1.1	The Procurement Number is AUC/MHSD/G/002
ITB Clause 1.1	Project Title/Name of Contract: SUPPLY AND DELIVERY OF DRUGS AND MEDICAL SUPPLIES TO THE AUC MEDICAL CENTER UNDER FRAMEWORK CONTRACT
ITB Clause 3.1	The eligible origin of goods and services shall be restricted to countries that are Member States of the United Nations.
ITB Clause 6.1	Purchaser's address, telephone, and facsimile numbers. African Union, P. O. Box 3243, Addis Ababa, Ethiopia. Tel: +251 11 551 7700 Fax +251 115517844
ITB Clause 8.1	The Language of the Bid is English

Bid Price and Currency	
ITB Clause 11.2 (a) (iii) or (iv) (optional)	For goods offered from within Ethiopia, the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to the African Union Commission premises must be quoted if applicable.
ITB Clause 11.2 (b)	For goods offered from abroad, the price of the goods shall be quoted CIF or CIP incoterms.
ITB Clause 11.2 (b)	For goods offered from abroad, the price of the goods shall be quoted CIF Addis Ababa, or CIP Bole International Airport. 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;

ITB Clause 11.2 (b) <i>[(iv) or (v) (optional)]</i>	The Supplier shall quote 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 deemed necessary
ITB 12.1 (a)	For goods and services that the Bidder will supply from within Ethiopia, the prices shall be quoted in Ethiopian Birr.
ITB 12.1 (b)	For goods and services that the Bidder will supply from outside Ethiopia, the prices shall be quoted in US Dollars

Preparation and Submission of Bids	
ITB Clause 13.3 (d)	The required documentary evidence to be submitted by the bidder to confirm eligibility to bid is as follows <ul style="list-style-type: none"> • Evidence of Registration & Trading Certificate/Licence • Evidence of Tax Clearing Certificate
ITB Clause 15.1	A bid security is not required.
ITB Clause 16.1	The period of bid validity shall be 60 days from the deadline for submission of bids.
ITB Clause 17.1	In addition to the original of the bid, the number of copies required is zero
ITB Clause 18.2 (a)	<p>The bidders shall submit their technical and financial bids electronically as per the following details.</p> <p>The PDF copy of the technical and financial proposals in one Zipped files shall be submitted by EM (Electronic e-mail). The Zipped files of the technical and Financial Proposal should be encrypted, or password protected. <u>The Email should not be encrypted but only the Technical and Financial Proposals shall be encrypted or password protected.</u> The procedure is:</p> <p>a) The <u>Zipped file</u> of the technical and financial bids should be sent to the following email addresses: tender@africa-union.org and MeronW@africa-union.org</p> <p>Bidders should ensure documents are not corrupt or affected by any computer virus that may possibly deny an access to the files. The Client shall not be responsible for such corrupt files which may deny access during the proposal opening process.</p> <p>b) The bidders will receive the confirmation email from the Borrower once the Proposal is received by e-mail.</p>

	<p>c) <u>Time of sending of password or encryption key for the technical and financial bid:</u> The passwords or “encryption key” for the bids should be sent at least four hours before bid submission deadline.</p> <p><u>The subject of the email should indicate the full title of the assignment and procurement reference number.</u></p> <p>Bids should be addressed to: The Chairperson, The Internal Procurement Committee African Union Commission, P. O. Box 3243, Addis Ababa, Ethiopia Roosevelt Street Block C, 3rd Floor</p>
ITB Clause 18.2 (b)	IFB title and Procurement Number AUC/MHSD/G/002
ITB Clause 19.1	The deadline for submission of bids is 15:00hours local time on 08 March 2022
ITB Clause 22.1	<p>The opening of bids shall take place at 15:00hours local time on 08 March 2022.virtually through Zoom, Blue Jean or Microsoft Teams</p> <p>Bidders who wish to attend the virtual bid opening can request for the link for a bid opening session by writing to Tender@africa-union.org</p>
Bid Evaluation	
ITB Clause 25.2	The common currency for evaluation purposes is US Dollars and all bids in other currencies will be converted to the common currency at the selling exchange rate quoted by the UN exchange rate on the date of the deadline for submission of bids.
ITB Clause 26.4	<p>In addition to the bid price the following factors will be taken into account in determining the lowest evaluated cost bid:</p> <p>a) Cost of inland transportation, insurance, and other costs within the Country specified for delivery</p>

	<p>and incidental to delivery of the goods to their final destination.</p> <p>(b) delivery schedule offered in the bid;</p> <p>(c) deviations in payment schedule from that specified in the Special Conditions of Contract;</p> <p>(c) Expiry date of the items</p>
<p>ITB Clause 26.5 (a) to (h)</p>	<p>The following criteria would also be applied to ascertain and evaluate responsive bids:</p> <p>1) Criteria in ITB 26.5 (a) to (h) will apply. in addition to the following:</p> <p>a) Preliminary</p> <ul style="list-style-type: none"> • Eligibility • Completeness of Bid, bid form must be signed • Bid Validity <p>b) Financial</p> <ul style="list-style-type: none"> • Cost • Delivery Period • Terms of Payment
<p>ITB Clause 27.1</p>	<p>A margin of preference for goods manufactured within the African Union will not apply.</p>

Contract Award	
<p>ITB Clause 31.1</p>	<p>The percentage for quantity increase or decrease is 10% percent.</p>

Section IV. General Conditions of Contract

Table of Clauses

1.	Definitions	28
2.	Application.....	29
3.	Country of Origin.....	29
4.	Standards.....	29
5.	Use of Contract Documents and Information	29
6.	Patent Rights.....	29
7.	Performance Security.....	30
8.	Inspections and Tests	30
9.	Packing.....	31
10.	Delivery and Documents	31
11.	Insurance.....	31
12.	Transportation.....	32
13.	Incidental Services.....	32
14.	Spare Parts	33
15.	Warranty	33
16.	Payment	34
17.	Prices.....	35
18.	Change Orders	35
19.	Contract Amendments	35
20.	Assignment	35
21.	Subcontracts.....	35
22.	Delays in the Supplier's Performance	36
23.	Liquidated Damages	36
24.	Termination for Default.....	36
25.	Force Majeure.....	38
26.	Termination for Insolvency	38
27.	Termination for Convenience	38
28.	Settlement of Disputes	38
29.	Limitation of Liability	39
30.	Governing Language.....	39
31.	Applicable Law.....	40
32.	Notices	40
33.	Taxes and Duties.....	40

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, commodities 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” mean the General Conditions of Contract contained in this section.
 - (f) “SCC” means the Special Conditions of Contract.
 - (g) “The Purchaser” means the Commission of the African Union including all national offices and international organs of the African Union purchasing the Goods, as **named in the SCC**.
 - (h) “The Country specified for delivery” is the country **named in the SCC**.
 - (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract and **named in SCC**.

(j) “The Project Site,” where applicable, means the place or places **named in the SCC.**

(k) “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 eligible countries and territories, 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 recognised 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 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.

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 Country specified for delivery.

7. Performance Security

7.1 Within fourteen (14) 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 a Member State of the African Union 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. The **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 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 Country specified for delivery 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 the 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 the 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 the 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 Country specified for delivery, 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 Country specified for delivery, defined as the Project Site, transport to such place of destination, 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 Country specified for delivery, 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 the 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 the 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 specified for delivery.

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 the 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 the 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 the 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 the SCC**.

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfilment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than forty five (45) days after submission of an invoice or claim by the Supplier.

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

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

17.Prices

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

18.Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 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 the 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 judgement of the Purchaser, has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing the Contract.

For the purpose of this clause:

“corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice”⁷ is any act or omission including a misrepresentation that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“collusive practice”⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

“coercive practice”⁹ is impairing or harming or threatening to impair or harm, directly or

⁶“another party” refers to an officer of the AU acting in relation to the procurement process or contract execution. In this context, “officer of the AU” includes staff and employees of other organisations taking or reviewing procurement decisions.

⁷a “party” refers to any officer of the AU; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁸“parties” refers to any participants in the procurement process (including officers of the AU) attempting to establish bid prices at artificial, non competitive levels.

⁹a “party” refers to any participant in the procurement process or contract execution.

indirectly, any party or the property of the party to influence improperly the actions of a party;

“obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to any investigation or making false statements to investigators in order to materially impede any investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation;

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 to the Supplier.

29.Limitation of Liability

29.1 Except in cases of criminal negligence or wilful 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 English unless otherwise **specified in the 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 International Law, unless otherwise **specified in the 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 to the address **specified in the 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 The African Union and its subsidiary organs are exempted from all direct taxes and are exempted from customs duties in respect of articles imported or exported for its official use in conformity with the General Convention on Privileges and Immunities. Accordingly the Supplier authorises AUC to deduct from the Supplier's invoice any amount representing such taxes or duties charged to the African Union by the Supplier. In the event that any taxing authority refuses to accept the African Union's exemption from such taxes or duties, the Supplier shall immediately consult with the AUC.
- 33.2 A Supplier shall be responsible for obtaining exemption for the African Union from all local taxes, duties, and license fees incurred until delivery of the contracted Goods to the Purchaser, unless otherwise agreed in writing by the AUC.

Section V

Special Conditions of Contract

Table of Clauses

GCC Clause 1 - Definitions	52
GCC Clause 3.1 - Country of Origin	52
GCC Clause 7.1 - Performance Security	52
GCC Clause 8.1 - Inspections and Tests	52
GCC Clause 9.2 - Packing	52
GCC Clause 10.3 - Delivery and Documents	52
GCC Clause 11.1 - Insurance	53
GCC Clause 15.4 - Repair or Replacement of Defective Goods	53
GCC Clause 15.5 – Failure to Repair or Replace Defective Goods	53
GCC Clause 16.1 - Payment	53
GCC Clause 23.1 - Liquidated Damages	53
GCC Clause 28.2.2 - Settlement of Disputes	53
GCC Clause 30.1 - Governing Language	53
GCC Clause 31.1 - Applicable Law	43
GCC Clause 32.1 - Notices	54

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.

GCC Clause 1 - Definitions

GCC 1.1 (g)—The Purchaser is **African Union Commission**

GCC 1.1 (h)—The Country specified for delivery is **Addis Ababa, Ethiopia.**

GCC 1.1 (i)—The Supplier is: *[insert name of Supplier only when finalising the contract]*

GCC 1.1 (j)—The Project Site or place of delivery is various offices described in **GCC 1.1(h) above.**

GCC Clause 3.1 - Country of Origin

All countries and territories which are member states of the United Nations and African Union are eligible.

GCC Clause 7.1 - Performance Security

N/A

GCC Clause 8.1 - Inspections and Tests

Inspection and tests prior upon delivery of goods will be conducted by the Inspection Committee.

GCC Clause 9.2 - Packing

Goods shall be packed, equipment and accessories shall be securely contained, packaged (plastic-wrapping and strapped) in pallets, marked and shipped in a manner that protects the goods from theft, breaking, fire, water and any other hazard, during delivery to their ultimate destination.

GCC Clause 10.3 - Delivery and Documents

a) One Original and two (2) copies of the Supplier's invoice.

- b) One (1) Original and two (2) copies of the airway bill showing freight pre-paid at the point of embarkation.
- c) Certificate of Origin signed by the competent Authority
- d) Packing list three (3) copies
- e) Copy of the Certificate of Warranty of the equipment.

GCC Clause 11.1 - Insurance

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.

GCC Clause 15.2 - Warranty

Warranty period shall remain as stated in GCC 15.2

GCC Clause 15.4 - Repair or Replacement of Defective Goods

The period allowed to the Supplier for correction of defects in the warranty period by the Supplier is 5 days.

GCC Clause 15.5 – Failure to Repair or Replace Defective Goods

The period allowed to the Supplier after failure of the Supplier to remedy defects in the warranty period and before the Purchaser may take remedial action at the expense of the Supplier is 15 days.

GCC Clause 16.1 - Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be: **either** Advance payment on receipt of irrevocable Advance Payment Guarantee from a reputable financial institution; or full payment after delivery of service.

GCC Clause 16.4 - The currencies in which payment is to be made to the Supplier are USD, Euro or the local currency of country of delivery.

GCC Clause 23.1 - Liquidated Damages

The applicable rate for liquidated damages is 0.5percent per week or part thereof. The maximum deduction for liquidated damages is 1percent.

GCC Clause 28.2.2 - Settlement of Disputes

The basis of arbitration shall be:

[At the time of finalising the Contract, the parties shall agree the basis for settlement of disputes - and applicable clauses only should be retained in the Contract.]

GCC Clause 30.1 - Governing Language

The Governing Language of the Contract shall be English.

GCC Clause 31.1 - Applicable Law

The Contract shall be interpreted in accordance with International Law in accordance with provisions of the United Nations Commission on International Trade Arbitration Rules (UNCITRAL).

GCC Clause 32.1 - Notices

The Purchaser's address for notice purposes is

**The African Union Commission,
P. O. Box 3243, Addis Ababa, Ethiopia
Tel: 251 11 551 7700,**

The Supplier's address for notice purposes is:

Section VII. LOT I Drugs

MATERIAL CODE	MATERIAL DESCRIPTION	UNIT
	ANTI MICROBIAL	
810343	ACYCLOVIR TOPICAL CREAM 5% W/W	TUB
810342	ACYCLOVIR 200MG TABLETS	BOX/25
810344	ACYCLOVIR EYE OINTMENT 3% W/W	TUB/4,5G
810570	ACYCLOVIR 200MG/ 5ML ORAL SUSPENSION	BOT/100ML
810337	ALBENDAZOLE 100MG/5ML SUSP	BOT/20ML
811072	ALBENDAZOLE 400MG TABLETS	BOX/100
810024	AMOXICILLIN/CLAVULANIC ACID 1G TABLETS	BOX/14
810027	AMOXICILLIN/CLAVULANIC ACID 625 MG TABLETS	BOX/14
810407	AMOXICILLIN/CLAVULANIC ACID 228MG/5ML SUSPENSION	BOT/70ML
810408	AMOXICILLIN/CLAVULANIC ACID 457 MG/5ML SUSPENSION	BOT/70ml
810590	AMOXICILLIN/CLAVULANIC ACID 600MG I.V INJECTION	VL
810015	AMOXICYLLINE 250 MG/5ML SUSPENSION	BOT/100ML
810135	AMOXYCILLIN 250MG +FLUCLOXACILLIN 250MG TABLETS	BOX/30
810134	AMOXYCILLIN+FLUCLOXACILLIN) 250MG SUSP	BOT/100ML
810014	AMOXYCILLINE 250 MG CAPSULES	BOX/100
810016	AMOXYCILLINE 500 MG TABLETS	BOX/100
810292	ANTISEPTIC LOSENGES	BOX/100
810086	ARTEMETHER/LUMEFANTRINE 20/120MG TABLETS	BOX/24
810021	ARTEMETHER/LUMEFANTRINE 80/480 MG TABLETS	BOX/6
810839	ATOVAQUONE 250MG / PROGUANIL 100MG	BOX/12
810340	AZITHROMYCIN 200 MG/ 5 ML SUSPENSION	BOT/15ML
810341	AZITHROMYCIN 250MG TABLETS	BOX/6
810873	AZITHROMYCINE 500 MG TABLETS	BOX/3
810036	BENZATHINE PENICILLINE 2,4 UI INJ VIAL"	VL
810226	CEFIXIME 125 MG /5ML SUSPENSION	BOT/100ML
811079	CEFIXIME 200MG TABLETS	BOX/5
810227	CEFIXIME 400MG TABLETS	BOX/5
810841	CEFPODOXIME 100MG TABLETS	BOX/10
810851	CEFPODOXIME 40MG/5ML SYRUP	BOT/50ML
810275	CEFTRIAZONE 1G I.M. WITH DILUENT	VL
810277	CEFTRIAZONE 250MG I.M./WITH DILUENT	VL
810279	CEFTRIAZONE 500MG I.M./WITH DILUENT	VL
810278	CEFTRIAZONE 500MG IV INJECTION WITH DILUENT	VL
810276	CEFTRIAZONE 1G I.V. WITH DILUENT	VL
810536	CEFUROXIME 100MG/5ML SYRUP	BOT/50ML
810495	CEFUROXIME 500MG TABLETS	BOX/10
810072	CEPHALEXIN 500MG CAPSULES	BOX/100
810071	CEPHALEXIN 250MG/5ML	BT
810081	CIPROFLOXACIN 500MG TABLETS	BOX/10

Section VI. Special Conditions of Contract

811074	CIPROFLOXACIN INJECTION 200MG/20ML	BOT/100ML
810083	CLARITHOMYCINE 500MG TABLETS	BOX/14
810082	CLARITHROMYCINE 250 MG/ 5 ML SUSP	BOT/50ML
810102	CLIDAMYIN 75MG/5ML SYRUP/SUSPENSION	BOX/100 ML
810763	CLINDAMYCIN TOPICAL LOTION/GEL 1%	TUB/10GM
810786	CLINDAMYCIN 150MG CAPSULES	BOX/100
810062	CLOTRIMAZOLE VAGINAL TABLETS	BOX/6
810756	CLOXACILLIN 250MG CAPSULES	BOX/100
810030	CO-TRIMOXAZOLE 240 MG/5ML 100ML SUSPENSION	BOT/100ML
810409	COTRIMOXAZOLE 960MG TABLETS	BOX/100
810139	DILOXINIDE FURATE+ METRONIDAZOLE 100/200 MG SUSPENSION	BOT/100ML
810140	DILOXINIDE FURATE 250MG+METRONIDAZOLE 200MG CAPSULES	BOX/30
810857	DILOXINIDE FURATE 500MG+METRONIDAZOLE 400MG CAPSULES	BOX/30
810116	DOXYCYCLINE 100MG TABLETS	BOX/14
810609	EMTRICITABINE+TENOFVIR+EFAVIRENZ (200/300/600) MG	BOX/30
810017	ERCEFURYL 200MG CAPSULES	BOX/28
810543	ERYTHROMYCIN 125MG/5ML SYRUP	BOT/100ML
810427	FLUCONAZOLE 100MG TABLETS	BOX/10
810545	FLUCONAZOLE 10MG/ML SUSPENSION	BOT/35ML
811008	FOSFOMYCIN 3G SACHET	EA
810145	GENTAMYCINE 80MG/ 2ML INJECTION	VL
810152	GRISEOFULVINE 125MG TABLETS	BOX/100
811202	GRISEOFULVINE 125MG/5ML SUSPENSION	BOT/100ML
810153	GRISEOFULVINE 500MG TABLETS	BOX/100
810214	KETOCONAZOLE 20MG PER 1G CREAM	TUBOX/15G
810215	KETOCONAZOLE SHAMPOO 20MG/1G	BOT/100ML
810443	MEBENDAZOLE 100MG/5ML SUSPENSION	BOT/30MLS
810444	MEBENDAZOLE 100MG TABLETS	BOX/6
810174	MEFLOQUINE 250MG TABLETS	BOX/6
810743	METRONIDAZOL SUSPENSION 125MG/5ML	BOT/100ML
811073	METRONIDAZOLE 250MG CAPSULES	BOX/20
810189	METRONIDAZOLE 500MG / IV INJECTION	AMP
810101	MICONAZOLE ORAL GEL 20MG/1G	TUBOX/40GM
810644	MICONAZOLE POWDER 2%	BOT
810100	MICONAZOLE TOPICAL 20GM/1G CREAM	TUBOX/15G
811091	NALIDIXIC ACID 500MG TABLETS	BOX/100
810211	NITROFURANTOINE 100MG TABLETS	BOX/28
810219	NORFLOXACILLIN 400MG TABLETS	BOX/100
810220	OFLOXACINE 200 MG TABLETS	BOX/60
811208	PHENOXYMETHYLPENICILLIN 500MG TABLETS	BOX/100
810856	PRAZIQUANTEL 600MG TABLETS	BOX/4
810938	RALTEGRAVIR 400MG TABLETS	BOX/60
811142	TENOFOVIR 300MG & EMTRICITABINE 200MG	BOX/30
810622	TENOFOVIR/VIREAD 300 MG TABLETS	BOX/30
810975	TERBINAFINE 250MG TABLETS	BOX/14

811029	TERBINAFINE SUSPENSION 20MG/ML	BOT
810979	TERBINAFINE HYDROCHLORIDE 1% CREAM	TUBOX/15G
810128	TINIDAZOLE 500MG TABLETS	BOX/100
	RESPIRATORY AND ANTI HISTAMINES	
810010	EXPECTORANT COUGH SYRUP/SOLUTION	BOT/150ML
810034	COUGH SYRUP ADULT ORIGINAL	BOT/100ML
810035	COUGH SYRUP PAEDIATRIC SYRUP	BOT/100ML
810930	BUDESONIDE &FORMOTEROL 80/4.5MCG	BOT
811028	BUDESONIDE/FORMETEROL 160/4.5MCG	EA
810983	BUDESONIDE/FORMETEROL 320/9MCG	BOT
810050	CARBOCISTEINE 2% COUGH SYRUP	BOT/125ML
810267	CARBOCISTENE ADULT 5% COUGH SYRUP	BOT/125ML
810070	CELESTAMINE TABLETS	BOT/30
810345	CETIRIZINE 10 MG TABLETS	BOX/30
810346	CETIRIZINE 10MG/ML ORAL SUSP	BOT/200ML
810240	CHLORPHENIRAMINE 2MG /5ML SYRUP	BOT/150ML
810089	COLD CAP CAPSULES (ORIGINAL)	BOX/12
810087	COLD CAP SYRUP	BOT/100ML
810753	DESLORATIDINE 5MG TABLETS	BOX/30
810098	DIMENHYDRINATE 50MG TABLETS	BOX/100
810794	FLUTICASONE FUROATE 0.05% NASAL SPRAY	BOT
811210	FEXOFENADINE 180MG TABLETS	BOX/15
810084	LORATIDINE 10MG TABLETS	BOX/30
810298	LORATADINE 5MG/ 5ML SYRUP	BOT/100ML
810613	LORATIDINE +PSEUDOEPHEDRINE 5/120MG TABS	BOX/14
810452	MOMETASONE NASAL SPRAY	TUB
810285	MONTELUKAST 10MG TABLETS	BOX/28
810474	MONTELUKAST 5MG TABLETS (CHILDREN)	BOX/28
810260	PROMETHAZINE 25MG TABLETS	BOX/100
810261	PROMETHAZINE 5MG/5ML SYRUP	BOT/50ML
810321	SALBUTAMOL 2MG/5ML SYRUP	BT
810326	SALBUTAMOL 4MG TABLETS	BOX/100
810472	SALBUTAMOL 5MG/5ML/RESPIRATOR SOLUTION	BOT
810320	SALBUTAMOL INHALER	BT
810508	SALMETEROL AND FLUTICASONE 50/500MCG DISKUS INHALER	BT
810283	SALMETEROL AND FLUTICASONE DISKUS 250/50 INHALER	BT
	CARDIOVASCULAR	
810013	AMLODIPINE 5MG TABLETS	BOX/30
810695	AMLODIPINE 10 MG TABLETS	BOX/50
810199	AMILORIDE 5MG + HCT 50MG TABLETS	BOX/30
811168	AMLODIPINE WITH VALSARTAN 10/160MG TABLETS	BOX/28
811121	AMLODIPINE; VALSARTAN; HCT 5/160/12.5MG	BOX/28
810923	AMLODIPINE,VALSARTAN 5/160MG	BOX/28
810405	ASPIRIN 75MG COATED TABLETS	BOX/30
810406	ASPIRIN 81MG COATED TABLETS	BOX/30

Section VI. Special Conditions of Contract

810028	ASPIRIN 100MG ENTERIC COATED TABLETS	BOX/30
810023	ASPIRIN 300 mg TABLETS	BOX/30
810044	ATENOLOL 50 MG TABLETS	BOX/28
810180	ATORVASTATIN 10MG TABLETS	BOX/30
810438	ATORVASTATIN 20MG TABLETS	BOX/30
810921	ATORVASTATIN 40MG TABLETS	BOX/30
810645	BEZAFIBRATE 400MG TABLETS	BOX/28
810499	BISOPROLOL 5 MG TABLETS	BOX/30
811212	BISOPROLOL 2.5 MG TABLETS	BOX/30
810640	CANDESARTAN 16 MG TABLETS	BOX/28
810498	CANDESARTAN 16MG +HCT 12.5MG	BOX/28
810782	CANDESARTAN 8MG TABLETS	BOX/28
810784	CARVEDILOL 25MG TABLETS	BOX/30
811214	CARVEDILOL 6.25MG TABLETS	BOX/30
811215	CARVEDILOL 12.5MG TABLETS	BOX/30
810996	CLOPIDOGREL 75MG TABLETS	BOX/30
810113	DIGOXIN 0.25MG TABLETS	BOX/30
810529	DIGOXIN 0.50MG INJECTION	AMP
810426	ENALAPRIL 10MG TABLETS	BOX/100
810951	ENOXAPARIN 4000 IU/ML INJECTION	AMP
811176	ENOXAPARIN SODIUM 6000 IU/0.6ml	BOX/2
810243	FELODIPINE 10MG TABLETS	BOX/30
810244	FELODIPINE 5MG TABLETS	BOX/30
810175	FRUSEMIDE 40MG TABLETS	BOX/100
810814	FRUSEMIDE INJECTION 20MG/ML	VL
810811	GLYCERYL TRINITRATE SPRAY	BOT
811272	GLYCERYL TRINITRATE 500mcg TABLETS	BOX/100
810500	HCT 12.5MG + LOZARTAN 50MG TABLETS	BOX/30
810159	HEPARIN 5000IU/ML INJECTION	VL
810162	HYDROCHLOROTHIAZIDE 25MG TABLETS	BOX/30
811034	IRBESARTAN 300MG TABLETS	BOX/28
811036	IRBESARTAN/HYDROCHLOROTHIAZIDE 300/12.5MG	BOX/28
811035	IRBESARTAN/HYDROCHLOROTHIAZIDE 150/12.5MG	BOX/28
810435	ISOSORBIDE MONONITRATE 20MG TABLETS	BOX/100
810484	LISINOPRIL 10 MG TABLETS	BOX/28
810338	LISINOPRIL 20 MG TABLETS	BOX/28
810339	LISINOPRIL 5 MG TABLETS	BOX/28
810096	LOSARTAN 50 MG TABLETS	BOX/30
810005	METHYLDOPA 250MG TABLETS	BOX/100
810684	METOPROLOL 100MG TABLETS	BOX/30
810872	METOPROLOL 25 MG TABLETS	BOX/14
810797	METOPROLOL 50MG TABLETS	BOX/30
811216	METOPROLOL 5MG/ML INJECTION	VL
810503	NIFEDIPINE 60 MG SR TABLETS	BOX/30
810093	NIFEDIPINE 20MG TABLETS/CAPSULES	BOX/30

810802	NIFEDIPINE 30MG SR TABLETS	BOX/30
810689	PROPRANOLOL 10MG TABLETS	BOX/30
810690	PROPRANOLOL 40MG TABLETS	BOX/30
810311	RAMIPRIL 5MG TABLETS	BOX/30
810418	RAMIPRIL 5MG+HYDROCHLOROTHIAZIDE12,5MG TABLETS	BOX/30
811217	RIVAROXABAN 2.5 MG	B/60
811218	RIVAROXABAN 10 MG	B/30
811219	RIVAROXABAN 15 MG	B/28
811220	RIVAROXABAN 20 MG	B/28
810637	ROSUVASTATIN 10MG TABLETS	BOX/30
810638	ROSUVASTATIN 20MG TABLETS	BOX/30
810639	ROSUVASTATIN 5MG TABLETS	BOX/30
810004	SPIRANOLACTONE 25 MG TABLETS	BOX/30
811221	TELMISARTAN 40MG TABLETS	B/28
811265	TELMISARTAN+HYDROCHLOROTHIAZIDE40/12.5MG	B/28
811266	TELMISARTAN+HYDROCHLOROTHIAZIDE80/12.5MG	B/28
811222	TRANEXAMIC ACID 650MG TABLETS	B/30
810922	VALSARTAN 160MG+HCT 12.5MG TABLETS	BOX/30
810836	VALSARTAN/DIOVAN 160MG TABLETS	BOX/30
810835	VALSARTAN/DIOVAN 80MG TABLETS	BOX/30
811192	VERAPAMIL 120 MG TABLETS	BOX/30
811223	VERAPAMIL INJECTION 2.5MG/ML	VL
811167	PERINDOPRIL /INDAPAMIDE 5/1.25MG	BOX/30
811224	WARFARIN 1MG TABLETS	B/30
811225	WARFARIN 2MG TABLETS	BOX/30
811226	WARFARIN 3 MG TABLETS	BOX/30
810330	WARFARIN 5MG TABLETS	BOX/30
	CENTRAL NERVOUS SYSTEM	
810314	AMITRPTYLINE CHLORHYDRATE 25MG TABLETS	BOX/100
810178	BROMAZEPAM 1.5MG TABLETS	BOX/30
810177	BROMAZEPAM 3MG TABLETS	BOX/30
810783	BROMOCRIPTINE 2.5MG TABLETS	BOX/30
810065	CARBAMAZEPINE CR 200MG TABLETS	BOX/30
811227	CARBAMAZEPINE 100MG/5ML SYRUP	BOT/250 ML
810681	CHLORPROMAZINE 25MG TABLETS	BOX/100
810809	CHLORPROMAZINE 50MG/ML INJECTION	AMP
810317	DIAZEPAM 5MG TABLETS	BOX/100
811006	FLUMAZENIL 0.1MG/ML INJECTION	AMP
811007	FLUOXETINE HCL 20mg TABLETS	B/28
810859	IMIPRAMINE 25MG TABLETS	BOX/30
811228	LITHIUM CARBONATE 250MG TABLETS	BOX/100
810115	MIDAZOLAM 15MG TABLETS	BOX/10
811229	OLANZAPINE 5MG TABLETS	BOX/30
811230	PARACETAMOL WITH CODEINE (500+10)MG TABLETS	B/100
811084	PAROXETINE 20MG TABLETS	BOX/30

Section VI. Special Conditions of Contract

810238	PHENOBARBITONE 30MG TABLETS	BOX/100
810464	PHENYTOIN SODIUM 100MG TABLETS	BOX/100
810813	PHENYTOIN 50MG/ML INJECTION	VL
811193	PREGABALIN 25MG TABLETS	B/30
811231	PREGABALIN 75MG TABLETS	BOX/30
810566	SODIUM VALPROATE 200 MG/ 5ML SUSPENSION	BOT
810567	SODIUM VALPROATE CR 500MG TABLETS	BOX/100
811023	SUMATRIPTAN 100MG TABLETS	BOX/6
811024	SUMATRIPTAN 50MG TABLETS 6'S	BOX/6
METABOLIC(DIABETIC, THYROID)		
810496	ALLOPURINOL 100MG TABLETS	BOX/30
810007	ALLOPURINOL 300MG TABLETS	BOX/30
811044	CARBIMAZOLE 5MG TABLETS	BOX/30
810088	COLCHICINE 0.5MG TABLETS	BOX/100
811134	DAPAGLIFOZIN 10MG TABLETS	BOX/28
810103	GLIBENCLAMIDE 5MG/ TABLETS	BOX/100
810877	GLICAZIDE 30MG TABLETS	BOX/30
810493	GLICLAZIDE 60MG TABLETS	BOX/30
810404	GLIMEPIRIDE 3MG TABLETS	BOX/30
810548	GLIMEPIRIDE 1MG TABLETS	BOX/30
810549	GLIMEPIRIDE 2MG TABLETS	BOX/30
810781	GLIMEPRIDE 4MG TABLETS	BOX/30
810195	GLIPIZIDE 5MG TABLETS	BOX/30
810848	INSULATARD PENFILL 100 IU/ML OF 3ML X 5	PAK/5
811144	INSULIN GLARGINE 100IU/ML 3ML PEN (LANTUS)	BOX/5
810934	LEVEMIR INSULIN	PAK/5
810149	METFOMIN HCL 850MG TABLETS	BOX/120
810148	METFORMIN 500 MG TABLETS	BOX/100
810931	METFORMIN HCL 1000 MG TABLETS	BOX/60
810847	MIXTARD PENFILL 100IU/ML OF 3ML X 5 CA	PK/5
810933	NOVORAPID PENFILL	PK/5
810469	PROPYLTHIOURACIL 50 MG TABLETS	BOX/100
811232	REPAGLINIDE 1 MG TABLETS	BOX/20
810843	SAXAGLIPTIN 2.5MG TABLETS	BOX/60
810842	SAXAGLIPTIN 5MG TABLETS	BOX/30
810929	SAXAGLIPTINE 2.5MG+METFORMIN 1000MG TABLTES	BOX/60
810928	SAXAGLIPTINE 5MG+METFORMIN 1000MG TABLETS	BOX/30
811166	SITAGLIPTIN 50MG/METFORMIN 500MG TABLETS	BOX/28
810304	THYROXINE 100UG TABLETS	BOX/30
811087	THYROXINE 25UG TABLETS	BOX/30
810795	THYROXINE 50UG TABLETS	BOX/30
810925	VILDAGLIPTIN 50MG+METFORMIN 1000MG TABLETS	BOX/56
810927	VILDAGLIPTIN 50MG+METFORMIN 500MG TABLETS	BOX/56
810926	VILDAGLIPTIN 50MG TABLETS	BOX/30
810924	VILDAGLIPTIN 50MG+METFORMIN 850MG TABLETS	BOX/56

	EMERGENCY	
810896	ADENOSINE 3MG/ML INJECTION	AMP
810003	ADRENALINE 1MG/ML INJECTION	AMP
811233	ALTEPLASE 100MG INJECTION	AMP
810012	AMINOPHYLLINE 250MG/10ML INJECTION	AMP
810895	AMIODARONE 50MG/ML INJECTION	AMP
810815	ATROPINE 1MG/ML INJECTION	AMP
810057	CALCIUM GLUCONATE 10% INJECTION	AMP
810741	DEXAMETHASONE 4MG/ML INJECTION	VL
810315	DIAZEPAM 10MG/ 2ML INJECTION	AMP
810894	DOBUTAMINE 250MG/20ML INJECTION	AMP
810758	DOPAMINE 200 MG/ 5ML INJECTION	AMP
810810	FENTANYL 100MCG/2 ML INJECTION	AMP
810683	HYDRALAZINE 20MG/2ML INJECTION	VL
810287	HYDROCORTISONE 100MG/ 2ML INJECTION	VL
810179	LIGNOCAINE 2 % WITH ADRENALINE INJECTION	AMP
810489	LIGNOCAINE 2% INJECTION	VL
810437	LIGNOCAINE LOCAL ANAESTHESIA SPRAY	TUB
810760	MAGNESIUM SULPHATE INJECTION 50%	VL
810808	MANNITOL IV 20 % INJECTION	BAG
810288	METHYL PREDENISOLONE 500MG INJECTION	VL
810105	METHYL PREDINISOLONE 80 MG/ 2 ML INJECTION	VL
810853	NALOXONE 1MG/ML INJECTION	VL
811234	NEOSTIGMINE 2.5MG/ML INJECTION	VL
811235	NITROGLYCERINE 0.4MG/ML INJECTION	VL
810893	NORADRENALINE 2MG/ 2ML INJECTION	AMP
810250	POTASSIUM CHLORIDE 0.15G/ML INJECTION	VL
810620	PROMETHAZINE 50MG/2ML INJECTION	VL
811236	PROTAMINE SULPHATE 10MG/ML INJECTION	VL
810286	SODIUM BICARBONATE 8.4% INJECTION	VL
810172	TRIAMCINOLONE 40MG /ML INJECTION	VL
	GASTRO-INTESTINAL	
810009	ALUMINIUM HYDROXIDE, MAGNESIUM TRISILICATE SUSPENSION	BOT
810041	BISACODYL 5MG TABLETS	BOX/100
810042	BISACODYL SUPPOSITORIES	BOX/10
810441	CALCIUM CARBONATE 500MG TABLETS	BOX/30
810066	CASTOR OIL	BOT/100ML
810074	CHARCOAL 250MG TABLETS	BOX/100
810412	CHARCOAL ACTIVATED SUSPENSION	BOT/100ML
810785	CIMETIDINE 200 MG/ 2ML INJECTION	AMP
810294	CIMETIDINE 400MG TABLETS	BOX/100
811080	CITRO SODA GRANULES 120 G (NA BICARBONATE, NA CITRATE, TARTARIC ACID)	BOT/120G
810045	CHLORDIAZEPOXIDE WITH CLIDINIUM BROMIDE 7.5MG TABLETS	BOX/100
811238	DOMPERIDONE 10 MG TABLETS	BOX/10

Section VI. Special Conditions of Contract

810832	DROTAVERINE 40MG TABLETS	BOX/20
811271	DROTAVERINE 40MG/2ML INJECTION	VL
810686	ESOMEPRAZOLE 10 MG POWDER	BOX/28
810892	ESOMEPRAZOLE 20MG TABLETS	BOX/14
810457	ESOMEPRAZOLE 40MG TABLETS	BOX/14
810852	ESOMEPRAZOLE 40MG/5ML INJECTION	VL
810124	PHOSPHOLIPIDS 300MG CAPSULES (ESSENTIAL)	BOX/50
810150	GLYCERINE 1GM INFANT SUPPOSITORIES	BOX/10
810151	GLYCERINE 4GM ADULT SUPPOSITORIES	BOX/10
810591	HYOSCINE 20MG/ML INJECTION AMPOULE	VL
810402	HYOSCINE SYRUP 10MG/5ML	VL
810055	HYOSCINE BUTYL BROMIDE 10MG TABLETS	BOX/30
810117	LACTULOSE 200ML SUSPENSION	BOT/200ML
810112	LOPERAMIDE 2MG TABLETS/CAPSULES	BOX/6
810423	MEBEVERINE 200MG TABLETS	BOX/30
810185	METOCLOPRAMIDE HCL 10MG TABLETS	BOX/100
810606	METOCLOPRAMIDE HCL 10MG/2ML	VL
810187	METOCLOPRAMIDE PEDIATRIC ORAL DROPS	BOT/15ML
810186	METOCLOPRAMIDE 5MG/ 5ML SYRUP	BOT/50ML
810502	MECLIZINE 25 mg + PYRIDOXINE 50MG TABLETS	BOX/100
810181	OMEPRAZOLE 20 MG TABLETS	BOX/14
811239	ONDANSETRON 4MG/5ML ORAL SOLUTION	BOT/50ML
811240	ONDANSETRON 2MG/ML INJECTION	VL
811241	ONDANSETRON 4MG TABLETS	B/100
811242	ONDANSETRON 8MG TABLETS	B/100
810228	ORS SACHETS	EACH
811104	PANTOPRAZOLE 40MG TABLETS	BOX/28
810141	SODIUM ALGINATE (GAVISCON)ORAL SUSPENSION	BOT/200ML
811048	ZINC EFFERVESCENT TABLETS	BOX/100
	GYNECOLOGY / HORMONAL	
810389	ANTI-D 300MG/2ML INJECTION	VL
810085	CLOMIPHENE 50MG TABLETS	BOX/10
810692	DEHYDROGESTERONE 10MG TABLETS	B/20
811243	ESTRADIOL VALERATE 10MG/ML INJECTION	AMP
811267	ESTRADIOL VALERATE 0.625MG + MEDROXYPROGESTERONE 2.5MG TABLETS	B/28
810559	PREMARIN CREAM	TUB
810255	HYDROXY PROGESTRONE 250MG/1 ML DEPOT INJECTION	VL
810752	IUD UT380 STANDARD (copper t)	EA
810627	LEVONORGESTREL 1MG TABLETS	BOX/1
811245	LETROZOLE 2.5MG TABLETS	B/30
810106	MEDROXY PROGESTRONE ACETATE 150MG/2ML INJECTION	VL
810264	MESTEROLONE 25MG TABLETS	BOX/20
810447	METHYLERGOMETRINE HYDROGEN MALEATE INJ 0.125 MG	VL
810192	MICROGYNONE CONTRACEPTIVE TABLETS	BOX/28
811191	MISOPROSTOL 200MCG TABLET	BOX/60

Section VI. Special Conditions of Contract

811108	MIFEPRISTONE 200MG TABLETS	B/50
811123	MIRENA 52 MG IUD (LEVONORGESTREL)	EA
810216	NORETHISTERONE 5MG TABLETS	BOX/30
810468	PROGESTERONE ONLY PILL /OVRETTE CONTRAC.	BOX/28
810259	PROGYNOVA 2MG TABLETS	BOX/30
811246	SIMETHICONE 80MG CHEWABLE TABLETS	BOX/30
811247	TERACONAZOLE 80MG VAGINAL TABLETS	BOX/14
811063	YASMIN CONTRACEPTIVE PILLS(progestin	B/28
	INTRAVENOUS FLUIDS	
810110	DEXTROSE 40% INJECTION	VL
810111	DEXTROSE 5% SALINE 0.9% INFUSION+ GIVING SET 500MLS	BOT
810641	DEXTROSE 5%-SALINE 0.9 %+ GIVING SET 1000ML	BOT
810642	DEXTROSE-WATER+GIVING SET 1000MLS	BOT
810217	NORMAL SALINE 1000ML + IV GIVING SET	BOT
810218	NORMAL SALINE 500ML + IV GIVING SET	BOT
810273	RINGER LACTATE 1000ML + IV GIVING SET	BOT
810274	RINGER LACTATE 500ML + IV GIVING SET	BOT
810331	WATER FOR INJECTION 10ML	VL
810594	WATER FOR INJECTION 5ML	VL
	ANALGESICS AND ANTINFLAMMATORY	
810617	BETAMETHASONE PROPIO +BETAMETHASONE NA PHOSPHATE INJ 2/5MG	VL
810971	CELEBREX 200MG CAPSULES	BOX/10
810327	DICLOFENAC 100 MG SUPPOSITORY	BOX/10
811081	DICLOFENAC 12.5MG SUPPOSITORY	BOX/10
810542	DICLOFENAC SODIUM 50MG TABLETS	BOX/
810593	DICLOFENAC 75 MG/ 3ML INJECTION	AMP
811071	DICLOFENAC 75MG TABLETS RETARD	BOX/20
810482	DICLOFENAC CREAM/OINTMENT/GEL	TUB
810850	DICLOFENAC POTASSIUM 50MG POWDER	BOX/30
810535	DICLOFENAC POTASSIUM 50MG TABLETS	BOX/20
810541	DICLOFENAC 100MG TABLETS	BOX/100
810163	HYDROCORTISONE 10MG TABLETS	BOX/100
810054	IBUPROFEN 100MG/5ML/SYRUP	BOT
810581	IBUPROFEN 200MG TABLETS	BOX/100
810053	IBUPROFEN 400 MG TABLETS	BOX/100
810978	INDOMETHACIN 100MG SUPPOSITORY	BOX/10
810165	INDOMETHACIN 50MG CAPSULES/TAB	BOX/100
810558	MEFENAMIC ACID 250MG CAPSULESULES	BOX/50
810248	MEFENAMIC ACID 500MG CAPSULESULES	BOX/100
810974	MELOXICAM 15MG TABLETS	BOX/10
810552	METHYLSALICYLATE OINTMENT	TUB
810188	METHYLSALICYLATE SPRAY	TUB
810751	MORPHINE 10 MG/ML INJECTION	VL
810554	PARACETAMOL 500MG EFFERVESCENT TABLETS	BOX/16

810521	PARACETAMOL 125MG SUPPOSITORY	BOX/10
810234	PARACETAMOL 500 MG TABLETS	BOX/100
811062	PARACETAMOL 10MG/ML INJECTION	VL
810745	PARACETAMOL 250MG SUPPOSITORY	BOX/10
810840	PARACETAMOL, PSEUDOEPHEDRINE AND CHLORPHENIRAMINE TAB	BOX/20
810235	PARACETAMOL SYRUP 120MG/5ML	BOT
810750	PETHIDINE 100MG/2ML INJECTION	VL
810094	PREDNISONE 5MG TABLETS	BOX/100
811086	THIOLCHICOSIDE 8MG TABLETS+ACECLOFENAC 100MG	BOX/30
810310	TRAMADOL 50 MG TABLETS	BOX/30
810592	TRAMADOL 50MG/2ML INJECTION	AMP
	OPHTHALMIC & EAR NOSE AND THROAT	
811174	ARTIFICIAL TEARS (PRESERVATIVE FREE)	TUB
810754	ACETAZOLAMIDE 250MG TABLETS	BOX/100
810040	BETAXOLOL 0.05% EYE DROPS	BOT
810182	BIMATOPROST 0.03% EYE DROPS	BOT
810008	BROMINIDINE 0.2% EYE DROPS	BOT
810073	CERULYSE 5g/100g EAR DROPS	BOT
810078	CHLORAMPHENICOL 1% EYE OINTMENT	TUB
810413	CHLORAMPHENICOL 0.5% EYE/EAR DROPS	BOT
811103	CIPROFLOXACIN 0.3% AND DEXAMETHASONE 0.1	BOT
811101	CIPROFLOXACIN 0.2% EAR DROPS	BOT
810414	CIPROFLOXACIN EYE DROPS	BOT
811155	CLOTRIMAZOLE 1% EAR DROPS	BOT
811248	CYCLOPENTOLATE EYE DROP	BOT
810488	DEXAMETHASONE 0.1% EYE OINTMENT	TUB
810109	DEXAMETHASONE 0.1% EYE DROP	BOT
810184	DEXAMETHASONE+NEO+POLYMYXINE EYE DROPS	BOT
810095	DORZOLAMIDE WITH TIMOLOL 22.3/6.8MG/ML EYE DROPS	BOT
810136	FLUORESCEIN 0.6MG OPTHALMIC STRIPS	BOX/100
810429	FLUOROMETHOLONE 0.1% EYE DROPS	BOT
810860	FLURBIPROFEN 0.03% EYE DROPS	BOT
810144	GENTAMYCINE EYE/EAR DROPS 0.3%	BOT
810333	LATANOPROST 0.005% EYE DROPS	BOT
810206	NATURAL TEARS	BOT
810247	NEOMYCIN, POLYMYXIN AND HYDROCORTISONE (POLYDEXA)EAR DROPS	BOT
810171	NEOMYCIN, TRIAMICINOLONE, NYSTATIN, GRAMICIDIN OINT	TUB
810222	OLOPATADINE 0.1% HCL EYE DROPS	BOT
810300	OXYTETRACYCLINE, HYDROCORTISONE POLYMYXIN B EYE/EAR DROPS	BOT
810487	SCHIRMER TEST STRIPS	BOX/100
810223	SODIUM CROMOGLICATE 2% EYE DROPS	BOT
810301	TETRACAINE 0.5% EYE DROPS	VL
810475	TETRACYCLINE 1% EYE OINTMENT	TUB
810322	TETRAHYDRAZOLINE 0.05% EYE DROPS	BOT
810478	TIMOLOL EYE DROPS 0.5%	BOT

810306	TOBRAMYCIN 0.3% WITH DEXAMETHASONE 0.05% EYE DROPS 5 ML	BOT
810307	TOBRAMYCINE 0.3% EYE DROPS 5ML	BOT
811249	TRAVOPROST 40MCG/ML + TIMOLOL 0.5% EYE DROPS	BOT/2.5ML
810312	TROPICAMIDE 1% EYE DROPS	BOT
	DERMATOLOGICALS AND TOPICAL ANTISEPTICS AND DISINFECTANTS	
810347	ALCOHOL DENATURED/METHYLATED SPIRIT	TUB
811181	ALCOHOL SWABS	BOX/100
810006	ALLERGEX CREAM	TUB
810018	ANUSOL OINTMENT	TUB
810019	ANUSOL SUPPOSITORIES	BOX/12
810022	ASCABIOL LOTION	BOT
811139	AZALIC ACID 20% CREAM	TUB
810661	BENZOIC ACID WITH SALISILIC ACID OINTMENT	TUB
810993	BETADINE 10% TOPICAL SOLUTION	BOT
810037	BETADINE TOPICAL OINTMENT	TUB
810038	BETAMETHASONE / DIPROSONE/CREAM	TUB
810533	CALAMINE LOTION	TUB
811163	CAPSICUM MEDICATED PLASTER (LARGE)	BOX/50
810061	CLOTRIMAZOLE 1% CREAM	TUB
810854	CLOTRIMAZOLE 1% POWDER	BOT
810126	CROTAMITON CREAM/EURAX	TUB/20G
810108	ZINC OXIDE & COPPER SULPHATE (10g + 200mg) OINTMENT	TUB/100
811250	LIDOCAINE-PRILOCAINE (EMLA Ointment 2.5%)	TUBOX/20G
811009	FUCIDIC ACID 2% CREAM	TUB
811082	FUCIDIC ACID 2% OINTMENT	TUB
810884	GLUTARALDEHYDE DISINFECTANT 5L	BOT
810164	HYDROCORTISONE 1% CREAM	TUB
810369	HYDROGEN PEROXIDE SOLUTION OF 5 LITERS	BOT
810433	ICHTAMOL 10% +VASELINE+LANOLIN OINTMENT	TUB
811107	LUBRICATING JELLY WATER BASED	TUB
810424	MOMETASONE 0.1% CREAM	TUB
810425	MOMETASONE 0.1% OINTMENT	TUB
810449	MOSQUITO REPELLANTS OINT/CREAM/LOTION	TUB
810031	MUPIROCIN 2% SKIN OINTMENT	TUB
810225	ANTISEPTIC MOUTH WASH	BOT/100ML
810380	CETRIMIDE + CHLORHEXIDINE (3.0 + 0.3) % w/v	BOT/500ML
810473	SILVER NITRATE STICK	EA
810837	SILVER SULFADIAZINE 1% CREAM	TUB
810284	SODIUM CHLORIDE 0.9% NASAL DROPS	TUB
811251	SODIUM CHLORIDE 0.9% SINUS RINSE KIT	BOT/60*200ML
811018	SODIUM DICHLOR.DISINFECTANT-2.5G	BOX/100
811085	SODIUM HYPOCHLORIDE 5G/L 250ML	BOT
811252	SUN SCREEN SPF 50	BOT
810553	TRIAMCINOLONE 0.1% ORAL GEL	TUB

810318	VASELINE OINTMENT	TUB
810231	XYLOMETHAZOLINE 1MG/ML ADULT NASAL DROPS	BOT
810232	XYLOMETHAZOLINE 0.05% CHILDREN NASAL DROPS	BOT
	VACCINES	
810388	ANTIRABIES VACCINE INJECTION	VL
811137	CHOLERA VACCINE, ORAL	VL
810422	DIPHTHERIA+TETANUS+POLIO VACCINE	VL
810434	DTP, Hep B, Hib, POLIO VACCINE	VL
810682	HEPATITIES A CHILD DOSE (HAVRIX/VAQTA)	AMP
810431	HEPATITIES A VACCINE OF 1 DOSE ADULT	VL
810393	HEPATITIES B VACCINE 10UG CHILD 1 DOSE	VL
810392	HEPATITIES B VACCINE 20UG ADULT 1 DOSE	VL
811253	HUMAN PAPILOMA VIRUS VACCINE(6,11,16&18)	
811111	HUMAN PAPILOMA VIRUS VACCINE (16&18)	VL
811254	INACTIVATED POLIO VACCINE (IPV)	VL
810394	MEASLES OF SINGLE DOSE VACCINE	VL
810397	MEASLES,MUMPS,RUBELLA VACCINE"	VL
810395	MENINGITIS (A C YW) OF 1 DOSE VACCINE	VL
811255	MENINGITIS (B) OF 1 DOSE VACCINE	VL
810911	ORAL POLIO VACCINE DROPS I DOSE	VL
810466	PNEUMOCOCCAL ADULT VACCINE 23 VALENT	VL
810579	PNEUMOCOCCAL VACCINE 13 VALENT	VL
810621	ROTAVIRUS /ROTATRIX ORAL VACCINE	VL
810398	TETANUS ANTI TOXIN 1500IU	VL
810399	TETANUS TOXOID VACCINE	VL
810391	DIPHTHERIA, PERTUSIS, TETANUS & POLIO VAC	VL
810401	TYPHOID VACCINE	VL
811175	YELLOW FEVER VACCINE	VL
810403	VARICELLA VACCINE	VL
	VITAMINS & SUPPLEMENTS	
810325	ASCORBIC ACID EFFERVESCENT 1000 MG TABLETS	BOX/10
810229	CALCIUM 600MG+VIT D 400IU TABLETS	BOX/10
810060	CALCIUM 260MG WITH VITAMIN C 1GM	BOX/10
810202	CENTRUM MULTIVITAMINS TABLETS	BOX/30
811076	CHOLECALCIFEROL 50000IU TABLETS	BOX/15
810130	FERROUS + FOLIC ACID (200 +5)MG TABLETS	BOX/30
810544	FERROUS SULPHATE 200MG TABLETS	BOX/30
811105	FERROUS SULPHATE ORAL SOLUTION 160mg/5ml	BOT
810137	FOLIC ACID 5MG TABLETS	BOX/100
810147	GINSENG 100MG WITH MULTIVITAMINES	BOX/30
811122	GLUCOSAMINE HCL 750MG+CHONDROTOIN 200MG	BOX/30
810762	GLUCOSAMINE 500MG CAPSULES	BOX/30
810450	MULTIVITAMINS SYRUP	BOT
810221	OMEGA 3 CAPSULES	BOX/30
810462	OCUVITE /VITAMINC+E TABLETS	BOX/100

810252	PREGNANTAL TABLETS	BOX/30
811256	PRENATAL MULTIVITAMIN + DHA COMBINATION TABLETS	BOX/30
810293	SWEETY TABOX/ SWEETEX/ASPASWEET TABLETS	BOX/100
811257	THIAMINE 100MG/ML INJECTION	VL
810485	UVESTROL VITAMIN D 400IU ORAL DROPS	BOT
810323	VIT.B.COMPLEX TABLETS	BOX/30
810122	VITAMIN E 400MG TABLETS/CAPSULES	BOX/30
810324	VITAMIN B COMPLEX SYRUP	BOT
810208	VITAMIN B1 B6 B12 INJECTION I.V/I.M	VL
810209	VITAMIN B1 B6 B12 TABLETS	BOX/30
810481	VITAMIN B6 50MG TABLETS/PYRIDOXINE	BOX/30
810749	VITAMIN K INJECTION 0.5MG/1ML	VL
	MISCELLANEOUS	
811258	ALFUSOZINE 10 MG TABLETS	BOX/30
811156	RANIBIZUMAB 10 MG/ML INJECTION	VL
810459	TAMOXIFEN 20MG TABLETS	BOX/30
810512	TAMSULOSINE HCL 0.4MG TABLETS	BOX/30

Lot II Medical Supplies

Material	Material Description	UNIT
810571	ACSO CHAMBER WITH FACE MASK	EA
810572	ACSO CHAMBER WITH MOUTH PIECE	EA
810987	ANKLE BRACE small	EA
811124	ANKLET LARGE	EA
811125	ANKLET MEDIUM	EA
811126	ANKLET XL	EA
810988	ARM IMMOBILIZER/SHOULDER SLING	EA
810882	BANDAGE 10X5 CM	ROLL
810350	BUTERFLY NEEDLE VEIN SET 23 G	B/100
810787	SOFT COLLAR NECK LARGE	EA
810998	SOFT COLLAR NECK MEDIUM	EA
810999	SOFT COLLAR NECK SMALL	EA
811038	CONDOM CATHETERS MEDIUM	EA
810415	CONDOMS (MALE)	B/3
810416	CONDOMS-FEMALE	B/3
811000	CORN ACTIVE PLASTERS	B/5
810352	COTTON 400GM	ROLL
810788	COTTON TIP APPLICATOR	B/100
811051	DIAPER ADULT LARGE SIZE	B/10
811050	DIAPER ADULT MEDIUM SIZE	B/10
810940	DISPOSABLE VAGINAL SPECULUM MEDIUM	EA
811127	DISPOSABLE VAGINAL SPECULUM LARGE	EA

811169	DISPOSABLE VAGINAL SPECULUM SMALL	EA
810351	ECG PASTE/CREAM	TUB
810939	ECG RECORDING PAPER,SCHILLER-AT-10 PLUS	ROLL
810357	ELASTIC BANDAGE 10CM X5M	ROLL
810358	ELASTIC BANDAGE 5CM X 6M	ROLL
810360	ELASTIC BANDAGE 7.5CM X 5M	ROLL
810362	ELASTOPLAST 2,5 MX 8CM (MEDIUM SIZE)	ROLL
810527	ENDOTRACHEAL TUBE 2.5MM	EA
810528	ENDOTRACHEAL TUBE 3.5MM	EA
810523	ENDOTRACHEAL TUBE 3MM	EA
810524	ENDOTRACHEAL TUBE 4MM	EA
810525	ENDOTRACHEAL TUBE 5MM	EA
810526	ENDOTRACHEAL TUBE 6MM	EA
810364	EYE PADS STERILE	B/100
810790	FEEDING TUBES SIZE 10	EA
810792	FEEDING TUBES SIZE 6	EA
810793	FEEDING TUBES SIZE 8	EA
810365	FIRST AID PLASTER	B/100
811092	FOLEY CATHETER NO 16	EA
811093	FOLEY CATHETER NO 18	EA
811094	FOLEY CATHETER NO 22	EA
810870	FOLEY CATHETERS SIZE 14	EA
810869	FOLEY CATHETERS SIZE 12	EA
810867	FOLEY CATHETERS SIZE 8	EA
810868	FOLEY CATHETERS SIZE 10	EA
811128	FOREARM BRACE	EA
810513	GAUZE ROLL 90 CM X 100 Y	ROLL
810367	GAUZE SWAB, STERILE 10X10CM	B/100
810598	GLOVES NON STERILE LARGE (POWDER FREE)	B/100
810595	GLOVES NON STERILE MEDIUM (POWDER FREE)	B/100
810596	GLOVES NON STERILES SMALL (POWDER FREE)	B/100
810773	GLOVES STERILE SIZE 7.0 (POWDER FREE)	B/100
810774	GLOVES STERILE SIZE 7 (POWDER FREE)	B/101
810368	GLOVES STERILE SIZE 7.5 (POWDER FREE)	B/100
810597	GLOVES STERILE SIZE 8 (POWDER FREE)	B/100
810348	IV CANNULA G18	B/100
810349	IV CANNULA G20	B/100
810372	IV CANULA 24G	B/100
810371	IV CANULA G22	B/100
810643	IV FLUID GIVING SET	EA
810989	KNEE BRACE	EA
811129	KNEE CAP HINGED, MEDIUM	EA
811131	KNEE STABILIZER MEDIUM	EA
811138	LoFric Sense Hydrophilic Catheter with Water Sachet 14 Fr 6" (15cm)	B/30
811259	LUMBAR SACRAL SUPPORT LARGE	EA

811260	LUMBAR SACRAL SUPPORT MEDIUM	EA
811261	LUMBAR SACRAL SUPPORT SMALL	EA
810516	MICROPOROUS SURGICAL TAPE 1.25CMX9.14M	ROLL
810600	MICROPOROUS SURGICAL TAPE 50MM X 5M WITH DISPENSER	ROLL
810798	NASAL OXYGEN CATHETERS ADULT-TWIN BORE	EA
810799	NASAL OXYGEN CATHETERS CHILD-TWIN BORE	EA
810455	NEBULIZER +MASK+TUBE ACCES ADULT SIZE	EA
810373	NEEDLE DISPOSABLE SIZE 19G	B/100
810374	NEEDLES 21G HYPODERMIC	B/100
810375	NEEDLES 23G HYPODERMIC	B/100
810849	NOVOFINE NEEDLES , 30G & 8MM	B/100
810897	OXYGEN FACE MASKS	EA
810376	PARAFFIN GAUZE 10CM X 10CM	B/10
810378	PLASTER ADHESIVE 5CM X 5CM	ROLL
810377	PLASTER ADHESIVE 2.5CM X 5CM	ROLL
810514	PRINTED MEDICINE KAKI BAGS 20 X 30 CM	EA
810515	PRINTED MEDICINE KAKI BAGS 35 X 30 CM	EA
810379	SANITARY PAD	B/8
811172	SELF SEALING STERILIZATION POUCH #135MM	B/50
811171	SELF SEALING STERILIZATION POUCH #90MMX2	B/50
811021	STERI-STRIPS™ 6MM X 100MM	B/50
811022	STERI-STRIPS™12MM X 100MM	B/50
810863	SUCTION CATHETERS SIZE 10	EA
810865	SUCTION CATHETERS SIZE 16	EA
810866	SUCTION CATHETERS SIZE 18	EA
810864	SUCTION CATHETERS SIZE 12	EA
810861	SUCTION CATHETERS SIZE 6	EA
810862	SUCTION CATHETERS SIZE 8	EA
810573	SURGICAL BLADE NO. 10	B/100
810574	SURGICAL BLADE NO. 15	B/100
810381	SURGICAL BLADE NO. 21	B/100
810601	SURGICAL BLADE SIZE NO 24	B/100
810804	SURGICAL FACE MASK	B/50
810587	SUTURES CHROMIC NO. 2/0 ROUND	B/12
811159	SUTURES CUTGUT CHROMIC NO. 0 ROUND SUTURE	B/12
810353	SUTURES CUTGUT CHROMIC NO. 1 ROUND	B/12
810588	SUTURES CUTGUT CHROMIC NO. 3/0 ROUND	B/12
810356	SUTURES CUTGUT CHROMIC NO.4/0 ROUND	B/12
810615	SUTURES SILK NO 4/0 SUTURE	B/12
810354	SUTURES SILK NO 2/0 SUTURE	B/12
810616	SUTURES SILK NO 3/0 SUTURE	B/12
811161	SUTURES VICRYL 1 ROUND	B/12
810575	SUTURES VICRYL NO 2/0 CUTTING	B/12
810576	SUTURES VICRYL NO 3/0 CUTTING	B/12
811162	SUTURES VICRYL NO 3/0 ROUND	B/12

810577	SUTURES VICRYL O ROUND	B/12
810382	SYRINGES DISPOSABLE 10ML	B/100
810383	SYRINGES DISPOSABLE 2ML	B/100
810384	SYRINGES DISPOSABLE 5ML	B/100
810385	SYRINGES DISPOSABLE+NEEDLES 20ML	B/100
810386	SYRINGES INSULINE 1ML + NEEDLE	B/100
811145	TABLET DISPENSING ENVELOPE LARGE	EA
811146	TABLET DISPENSING ENVELOPE MEDIUM	EA
810578	TABLET DISPENSING KHAKI BAGS SMALL SIZE	EA
810387	TONGUE DEPRESSOR WOODEN	B/100
811151	TRANSPARENT IV DRESSING-6CM×7CM	B/50
811153	TRANSPARENT FILM DRESSING 6CMX7CM (FRAME	B/50
811152	TRANSPARENT FILM DRESSING ROLL	ROLL
810479	TRIANGULAR BANDAGE	EA
810511	ULTRASOUND GEL 5L	BT
810936	URINE BAGS ADULT SIZE	EA
811135	VARICOSE VEIN STOCKING MEDIUM Knee length	EA
811136	VARICOSE VEIN STOCKING XL (KNEE LENGTH)	EA
811154	WATERPROOF TRANSPARENT DRESSING 2 3/8X4	B/50
810991	WRIST BRACE	EA

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 finalised 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 **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 Authorisation** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

Sample Forms

Sample Forms

1. Bid Form and Price Schedules	70
3. Contract Form	76
5. Bank Guarantee Form for Advance Payment	78
6. Manufacturer's Authorisation Form	80

1. Bid Form and Price Schedules

Date: _____

Procurement No: _____

To: *[name and address of Purchaser]*

Sir / Madam:

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 undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 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 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 _____ 20_____.

[signature]

[in the capacity of]

Duly authorised to sign Bid for and on behalf of _____

Price Schedule for Goods Offered from Abroad

Name of Bidder _____, Procurement No. _____. Page __ of _____.

1	2	3	4	5	6	7	
Item	Description	Country of origin	Quantity	Unit price ¹ FOB or FCA port or place of loading (specify port or place) ²	Unit price ¹ 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)	

--	--	--	--	--	--	--	--

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.
2. 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.
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 the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

Price Schedule for Goods Offered from within the Country Specified for Delivery

Name of Bidder _____ . Procurement No.. 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 labour, 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 incidenta ¹ services ³	Sales and other taxes to be exempted if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The prices in columns 5 to 8 shall exclude 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. The total costs of all such taxes and duties to be exempted for the African Union shall be entered in column 9.
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 the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 24.2 of the Instructions to Bidders.

2. Contract Form

THIS AGREEMENT made the _____ day of _____ 20____ between the African Union Commission [*or name of the AU organ*] (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 in the listed order of precedence, viz.:
 - (a) Agreement
 - (b) Special Conditions of Contract;
 - (c) General Conditions of Contract;
 - (d) Schedule of Requirements;
 - (e) Technical Specifications;
 - (f) Bid Form and the Price Schedule submitted by the Bidder;
 - (g) Purchaser’s Notification of Award, and
 - (h) any other document listed in the Special Conditions of Contract as forming part of the Contract.
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 on the day and year first above written.

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

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

4. Bank Guarantee Form for Advance Payment

To: The Commission of the African Union

{name of Contract}

Sir / Madam:

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 Commission of the African Union (hereinafter called “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}

{Name and title of authorised signatory }

{address}

{date}

5. Manufacturer's Authorisation Form

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

To: The Commission of the African Union

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 authorise *{name and address of Agent}* to submit a bid, and subsequently negotiate and sign the Contract with you against Procurement 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}

{Name and title of authorised signatory }

[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.]