



**GOVERNMENT OF CABO VERDE
MINISTRY OF HEALTH
Department of Studies, Planning and Cooperation**

BIDDING DOCUMENT

FOR THE PROCUREMENT OF

- LOT 1 / MEDICAL EQUIPMENT**
- LOT 2 / MEDICAL FURNITURE**
- LOT 3 / OFFICE EQUIPMENT,
FURNITURE AND TOOLS**
- LOT 4 / X-RAY EQUIPMENT**

UNDER THE

**"CONSTRUCTION AND EQUIPMENT OF FIVE
HEALTH CENTRES" PROJECT**

OPEC FUND for INTERNATIONAL DEVELOPMENT

Acronyms

BDS	Bid Data Sheet
BD	Bidding Document
DCS	Delivery and Completion Schedule
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
ICC	International Chamber of Commerce
IFB	Invitation for Bids
Incoterms	International Commercial Terms
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
OFID	OPEC Fund for International Development
SBD	Standard Bidding Document
SBQ	Schedule of Bidder Qualifications
SCC	Special Conditions of Contract
SS	Schedule of Supply
TS	Technical Specifications

Bidding Document

Table of Contents

PART 1 – Bidding Procedures	1
Section I. Instructions to Bidders	2
Section II. Bid Data Sheet	22
Section III. Qualification Requirements and Evaluation Criteria.....	28
Section IV. Bidding Forms	34
PART 2 – Supply Requirements	40
Section V. Schedule of Supply	42
PART 3 - Contract.....	56
Section VI. General Conditions of Contract	66
Section VII. Special Conditions of Contract	96
Section VIII. Contract Forms	104

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Clauses

A.	General	4
1.	Scope of Bid	4
2.	Source of Funds	4
3.	Fraud and Corruption	4
4.	Eligible Bidders	6
5.	Eligible Goods and Related Services	6
B.	Contents of Bidding Documents.....	7
6.	Sections of Bidding Documents	7
7.	Clarification of Bidding Documents	7
8.	Amendment of Bidding Documents	7
C.	Preparation of Bids.....	8
9.	Cost of Bidding.....	8
10.	Language of Bid	8
11.	Documents Comprising the Bid	8
12.	Bid Submission Sheet and Price Schedules.....	8
13.	Alternative Bids.....	9
14.	Bid Prices and Discounts.....	9
15.	Currencies of Bid.....	11
16.	Documents Establishing the Eligibility of the Bidder.....	12
17.	Documents Establishing the Eligibility of Goods and Related Services.....	12
18.	Documents Establishing the Conformity of the Goods and Related Services to the Bidding Documents	12
19.	Documents Establishing the Qualifications of the Bidder	12
20.	Period of Validity of Bids.....	12
21.	Bid Security	13
22.	Format and Signing of Bid	14
D.	Submission and Opening of Bids.....	14
23.	Sealing and Marking of Bids.....	14
24.	Deadline for Submission of Bids.....	15
25.	Late Bids.....	15
26.	Withdrawal, Substitution, and Modification of Bids.....	15
27.	Bid Opening.....	15
E.	Evaluation and Comparison of Bids	16
28.	Confidentiality	16
29.	Clarification of Bids	16
30.	Responsiveness of Bids	17

31.	Nonconformities, Errors, and Omissions	17
32.	Preliminary Examination of Bids	18
33.	Examination of Terms and Conditions; Technical Evaluation.....	18
34.	Conversion to Single Currency	19
35.	Margin of Preference	19
36.	Evaluation of Bids	19
37.	Comparison of Bids	20
38.	Postqualification of the Bidder	20
39.	Purchaser’s Right to Accept, Reject Any or All Bids	20
F.	Award of Contract.....	20
40.	Award Criteria	20
41.	Purchaser’s Right to Vary Quantities at Time of Award	21
42.	Notification of Award.....	21
43.	Signing of Contract.....	21
44.	Performance Security	21

Section I. Instructions to Bidders

A. General

- 1. Scope of Bid**
 - 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Supply. The name, identification, and number of lots of the International Competitive Bidding (ICB) are provided in the BDS.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form with proof of receipt;
 - (b) if the context so requires, singular means plural and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
 - 2.1 The Recipient (hereinafter called “Recipient”) indicated in the BDS has received financing (hereinafter called “funds”) from the OPEC fund for International Development (hereinafter called “OFID”) toward the cost of the project named in the BDS. The Recipient intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payments by OFID will be made only at the request of the Recipient and upon approval by OFID in accordance with the terms and conditions of the financing agreement between the Recipient and OFID (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Recipient shall derive any rights from the Financing Agreement or have any claim to the funds.
- 3. Fraud and Corruption**
 - 3.1 It is OFID’s policy to require Recipients, as well as bidders/suppliers/contractors/concessionaires under OFID-financed projects, programmes and studies, to observe the highest standards of ethics during the procurement and the execution of contracts under such projects, programmes and studies. In pursuance of this policy, OFID requires that Recipients shall include in bidding documents, provisions against corrupt practices.
 - 3.2 OFID defines, for the purposes of these provisions, the terms set forth below as follows:

- (a) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and
 - (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Recipient, and includes collusive practices among bidders or between bidders and Recipient (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.
- 3.3 OFID will, following its own investigation and determination in accordance with its procedures:
- (a) reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) cancel the portion of the funds allocated to a contract for goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Recipient or of a beneficiary of the funds during the procurement or the execution of that contract; and
 - (c) declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an OFID-financed contract if it at any time determines the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an OFID-financed contract. A firm declared ineligible by OFID in accordance with this sub-paragraph shall be ineligible to be awarded an OFID-financed contract during the period of time determined by OFID.
- 3.4 OFID reserves the right, where a firm has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a stated period of time, to be awarded an OFID-financed contract.
- 3.5 OFID will have the right to require that, in contracts financed by OFID, a provision be included requiring suppliers and contractors to permit OFID to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by OFID.
- 3.6 Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

- 4. Eligible Bidders**
- 4.1 A Bidder may be a natural person, private entity, government-owned entity—subject to ITB Sub-Clause 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a joint venture, consortium, or association. In the case of a joint venture, consortium, or association, unless otherwise specified in the BDS, all parties shall be jointly and severally liable.
- 4.2 This Invitation for Bids is open to all suppliers, except as provided hereinafter.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they are 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.
- 4.4 A firm that is under a declaration of ineligibility by OFID in accordance with ITB Clause 3, at the date of the deadline for bid submission or thereafter, shall be disqualified.
- 4.5 Government-owned enterprises in the Purchaser’s country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency (directly or indirectly) of the Purchaser.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.
- 5. Origin of Goods and Related Services**
- 5.1 All goods and related services to be supplied under the Contract and financed by OFID shall have clearly stated country of origin.
- 5.2 For purposes of this Clause, the term “goods” includes commodities, raw materials, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
- 5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.
- 5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.
- 5.5 If so required in the BDS, the Bidder shall demonstrate that it has been duly authorized by the Manufacturer of the Goods to supply, in the Purchaser’s country, the goods indicated in its Bid.

B. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 8.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
 - Section II. Bid Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria
 - Section IV. Bidding Forms
- PART 2 Supply Requirements**
- Section V. Schedule of Supply
- PART 3 Contract**
- Section VI. General Conditions of Contract (GCC)
 - Section VII. Special Conditions of Contract (SCC)
 - Section VIII. Contract Forms
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 6.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Purchaser.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents, may result in the rejection of the bid.
- 7. Clarification of Bidding Documents**
- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than twenty-one (21) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8 and Sub-Clause 24.2.
- 8. Amendment of Bidding Documents**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from the Purchaser.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 24.2

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
- (a) Bid Submission Sheet and the applicable Price Schedules in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security, in accordance with ITB Clause 21;
 - (c) Alternative bids, if permissible, in accordance with ITB Clause 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (e) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (f) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
 - (g) any other document required in the BDS.
- 12. Bid Submission Sheet and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested, which includes:
- (a) the Bidding Document and the number of each addenda received;
 - (b) a brief description of the Goods and Related Services offered;
 - (c) the total Bid price;

- (d) any discounts offered and methodology for application;
- (e) the period of validity of the Bid;
- (f) a commitment to submit a performance security and the amount;
- (g) declaration that the Bidder, including all parties comprising the Bidder, is not participating, as a Bidder, in more than one bid in this bidding process; except for alternative bids in accordance with ITB Clause 13;
- (h) confirmation that the Bidder has not been declared ineligible by OFID;
- (i) declaration on gratuities and commissions; and
- (j) authorized signature.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms. The Price Schedule Forms shall indicate, as appropriate:

- (a) the item number;
- (b) a brief description of the Goods or Related Services to be supplied;
- (c) their country of origin and percentage of Purchaser's country (national) content for Goods manufactured in the Purchaser's country;
- (d) quantity;
- (e) unit prices;
- (f) customs duties and all taxes paid or payable in the Purchaser's country;
- (g) total price per item;
- (h) subtotals and totals per Price Schedule; and
- (i) authorized signature.

13. Alternative Bids 13.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

14. Bid Prices and Discounts 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed to be not included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB Sub-Clause 31.3

- 14.3 The price to be quoted in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(c), shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any unconditional discounts and the methodology for their application in the Bid Submission Sheet, in accordance with ITB Sub-Clause 12.1(d).
- 14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.
- 14.6 Prices proposed on the Price Schedule Forms for Goods and Related Services, shall be disaggregated, when appropriate as indicated in this sub-clause. This disaggregation shall be solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered:
- a) For goods offered from within the Purchaser's country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
 - a. on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory; or
 - b. on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
 - (ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded;
 - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the Bid Data Sheet; and
 - (iv) the price of other (incidental) services, if any, listed in the Bid Data Sheet.
- b) For goods offered from abroad:
- (i) The price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the Bid Data Sheet. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country;

- (ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the Bid Data Sheet;
- (iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the Bid Data Sheet;
- (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the Bid Data Sheet; and
- (v) the price of (incidental) services, if any, listed in the Bid Data Sheet.

14.7 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 BDS. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being 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 their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB Sub-Clause 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid Prices shall be quoted in the following currencies:

- (a) for Goods and Related Services originating in the Purchaser's country, the bid prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the BDS; and
- (b) for goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted either in the currency of the Bidders home country, or in a currency widely used in international trade. Further, a Bidder expecting to incur a portion of its expenditures in the performance of the Contract in more than one currency, and wishing to be paid accordingly, shall so indicate in its bid.

In such a case, either (i) the bid shall be expressed in different currencies with the respective amounts in each currency together making up the total price, or (ii) the total bid price shall be expressed in one currency and payments required in other currencies expressed as a percentage of the bid price along with the exchange rate used in such calculation.

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| 16. Documents Establishing the Eligibility of the Bidder | 16.1 | To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms. |
| 17. Documents Establishing the Origin of Goods and Related Services | 17.1 | To establish the origin of the Goods and Related Services, in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms. |
| 18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Documents | 18.1 | To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its bid the documentary evidence specified in Section V, Schedule of Supply. |
| | 18.2 | The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Supply |
| | 18.3 | Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Supply, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Supply. |
| 19. Documents Establishing the Qualifications of the Bidder | 19.1 | To establish its qualifications to perform the Contract, the Bidder shall submit the evidence indicated for each qualification criterion specified in Section III, Evaluation and Qualification Criteria. |
| 20. Period of Validity of Bids | 20.1 | Bids shall remain valid for the period specified in the BDS after the bid submission deadline prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive. |

- 20.2 In exceptional circumstances, prior to expiry of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB Clause 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 20.3.
- 20.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.
- 21. Bid Security**
- 21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its bid, a bid security in original form and in the amount and currency specified in the BDS.
- 21.2 The bid security shall be, at the Bidder's option, in any of the following forms:
- (a) a demand guarantee;
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check;
- all from a reputable *source*, to be approved by the Purchaser. The bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format. In either case, the form must include the complete name of the Bidder. The bid security shall be valid for twenty-eight days (28) beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.
- 21.3 Any bid not accompanied by a substantially responsive bid security, if one is required in accordance with ITB Sub-Clause 21.1, shall be rejected by the Purchaser as nonresponsive.
- 21.4 The bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 44.
- 21.5 The bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 21.6 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.2; or

- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a performance security in accordance with ITB Clause 44; or
 - (iii) accept the correction of its Bid Price pursuant to ITB Sub-Clause 31.5.

22. Format and Signing of Bid

- 22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid.
- 22.3 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

- 23.1 The Bidder shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 23.2 The inner and outer envelopes shall:
 - (a) be addressed to the Purchaser in accordance with ITB Sub-Clause 24.1;
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet
- 23.3 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" pursuant to ITB Clause 25.1.
- 23.4 If all envelopes are not sealed and marked as required, the Purchaser shall assume no responsibility for the misplacement or premature opening of the bid.

- 24. Deadline for Submission of Bids**
- 24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 26. Withdrawal, Substitution, and Modification of Bids**
- 26.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 22.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) Submitted in accordance with ITB Clauses 22 and 23 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and expiry of the period of bid validity specified by the Bidder on the Bid Submission Sheet or any extension thereof.
- 27. Bid Opening**
- 27.1 The Purchaser shall conduct the bid opening in the presence of Bidders’ designated representatives who choose to attend, and at the address, date and time specified in the BDS.
- 27.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted.
- The substituted bid shall not be opened, but returned to the Bidder.

No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

- 27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a bid security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.
- 27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative offers; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and postqualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all bidders.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the bids or Contract award decisions may result in the rejection of its bid.
- 28.3 Notwithstanding ITB Sub-Clause 28.2, 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 bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser’s request for clarification and the response shall be in writing.

No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB Clause 31.

- 30. Responsiveness of Bids**
- 30.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 30.2 A substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) Limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) If rectified would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.
- 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 31. Non-conformities, Errors, and Omissions**
- 31.1 Provided that a bid is substantially responsive, the Purchaser may waive any non-conformity or omissions in the bid that does not constitute a material deviation.
- 31.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements.
- Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.
- 31.3 Provided that a bid is substantially responsive, the Purchaser shall rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in the BDS.
- 31.4 Provided that the bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the 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 in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.5 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be disqualified and its bid security may be forfeited.
- 32. Preliminary Examination of Bids**
- 32.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 32.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
- (a) Bid Submission Sheet, including:
- (i) A brief description of the Goods and Related Services offered; and
- (ii) the price of the Bid;
- (iii) the period of validity of the Bid;
- (b) Price Schedules;
- (c) Written confirmation of authorization to commit Bidder;
- (d) Bid Security, if applicable.
- 33. Examination of Terms and Conditions; Technical Evaluation**
- 33.1 The Purchaser shall examine the bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- 33.2 The Purchaser shall evaluate the technical aspects of the bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section V, Schedule of Supply of the Bidding Documents, have been met without any material deviation or reservation.

- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the bid.
- 34. Conversion to Single Currency** 34.1 For evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in the amounts in various currencies into a single currency, using the selling exchange rate established by the source and on the date specified in the BDS.
- 35. Margin of Preference** 35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.
- 36. Evaluation of Bids** 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a bid, the Purchaser shall consider the following:
- (a) the bid price;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.4;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.3;
 - (d) adjustment for nonconformities and omissions in accordance with ITB Sub-Clause 31.3;
 - (e) application of all the evaluation factors indicated in Section III, Evaluation and Qualification Criteria; and
 - (f) adjustments due to the application of a margin of preference, in accordance with ITB Clause 35.
- 36.4 In the calculation of the evaluated cost of bids, the Purchaser shall exclude and not take into account:
- (a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
 - (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

- 36.5 The Purchaser's cost evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors to be used and the methodology of application shall be indicated in Section III, Evaluation and Qualification Criteria.
- 36.6 If these Bidding Documents allow Bidders to quote separate prices for different lots, and the award to a single Bidder of multiple lots, the methodology of evaluation to determine the lowest evaluated lot combinations, including any discounts offered in the Bid Submission Sheet, is specified in the BDS.
- 37. Comparison of Bids** 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest evaluated bid, in accordance with ITB Sub-Clause 14.6.
- 38. Post-qualification of the Bidder** 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19, to clarifications in accordance with ITB Clause 29 and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III shall not be used in the evaluation of the Bidder's qualification.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 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 Bidders.
- F. Award of Contract**
- 40. Award Criteria** 40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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- 41. Purchaser's Right to Vary Quantities at Time of Award**
- 41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Supply, provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 42. Notification of Award**
- 42.1 Prior to expiry of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its bid has been accepted. At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
- 42.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 43. Signing of Contract**
- 43.1 Promptly after notification, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 44. Performance Security**
- 44.1 Within twenty-eight (28) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for annulment of the award and forfeiture of the bid security. In that event, the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet

A. Introduction	
ITB 1.1	The Invitation for Bids title and number are: “Invitation for Bids for the Procurement of Medical Equipment, Medical Furniture, Office Equipment, Furniture and Tools, X-Ray Equipment”, IFB N°3/GEPC/2010
ITB 1.1	The Purchaser is: Government of Cabo Verde Ministry of Health Represented by Director General of Gabinete de Estudos, Planeamento e Cooperação (GEPC) For the Project: “Construction and Equipment for Five Health Centres”
ITB 1.1	The name of the ICB is: Procurement of Medical Equipment, Medical Furniture, and Office Equipment, Furniture and Tools, X-Ray Equipment The identification number of the ICB is: N°3/GEPC/2010 The numbers and identification of lots comprising this procurement are: Lot 1: Medical Equipment ICB Lot 2: Medical Furniture ICB Lot 3: Office Equipment, Furniture and Tools ICB Lot 4: X-Ray Equipment ICB
ITB 2.1	The Recipient is: Government of Cabo Verde
ITB 2.1	The name of the Project is: Construction and Equipment for Five Health Centres c/o do Gabinete de Estdos Planeamento e Cooperação (GEPC) do Ministério da Saúde, Caixa Postal 47 Palácio do Governo, Praia, Satiago- Cabo Verde
ITB 4.1	The individuals or firms in a joint venture, consortium or association are jointly and severally liable.
ITB 5.5	Where it is specifically indicated in the Part 2 / Supply Requirements, the Bidder is required to include with its bid a Manufacturer's Authorization Letter issued by the manufacturer of the Goods, stating that the Bidder has been duly authorized to supply, in the Purchaser's country, the Goods indicated in its bid.
B. Bidding Documents	

ITB 7.1a	For clarification purposes only, the Purchaser's address is: Attention: Ministério da Saúde Director General de Gabinete de Estudos Planeamento e Cooperação Caxa Postal 47 Praia Praia, Santiago-Cabo Verde Street Address: Ministério da Saúde - Palácio do Governo City: Praia-Santiago Country: Cabo Verde Telephone: +238 261 01 11/+ 238 261 09 00 Facsimile number: Electronic mail address: margarida.cardoso@ms.gov.cv
ITB 7.1b	A pre-bid conference will be held at the address stated in ITB 7.1a on the following date and time: not applicable
C. Preparation of Bids	
ITB 10.1	The language of the bid is English
ITB 11.1 (i)	The Bidder shall submit with its bid the following additional documents: a. Bid Submission Sheet with Price Schedules (ITB/Clauses 12, 14, 15) b. Bid Security (ITB/Clause 21) c. Authorization for signatory to commit the Bidder (ITB/Clause 22) d. Documented evidence of bidder's eligibility (ITB/Clause 16) e. Documented evidence of goods' origin (ITB/Clause 17) f. Documented evidence of goods and services' compliance with specifications in the Bidding Documents (ITB/Clauses 18, 30), as per requirement listed in Section V / Schedule of Supply - Notes to Bidders / General Technical Requirements. g. Documented evidence of the bidder's qualifications (ITB/Clause 19), as listed in Section III / Qualification Requirements and Evaluation Criteria / parts D (Experience) and E (Capacity).
ITB 13.1	Alternative bids are <u>not</u> permitted
ITB 14.5	The Incoterms edition is INCOTERMS 2000 http://www.iccwbo.org/home/news_archives/1999/millennium_incoterms_in_force...
ITB 14.6 (a) (i)	For Goods and, if applicable, Related Services, the Bidder shall quote prices using the following Incoterms: Lot 1 / Medical Equipment (ICB): DDU (Delivered Duty Unpaid, Named Places of Destination: 5 destinations (see Section V - Schedule of Supply / Part 2 - Delivery and Completion Schedule)

	<p>Lot 2 / Medical Furniture (ICB): DDU (Delivered Duty Unpaid, Named Places of Destination: 5 destinations (see Section V - Schedule of Supply / Part 2 - Delivery and Completion Schedule)</p> <p>Lot 3 / Office Equipment, Furniture, Tools (ICB): DDU (Delivered Duty Unpaid, Named Places of Destination: 5 destinations (see Section V - Schedule of Supply / Part 2 - Delivery and Completion Schedule)</p> <p>Lot 4 / X-Ray Equipment (ICB):DDU (Delivered Duty Unpaid, Named Places of Destination: 5 destinations (see Section V - Schedule of Supply / Part 2 - Delivery and Completion Schedule)</p>
ITB 14.7	The prices quoted by the Bidder shall be fixed and not subject to variation on any account.
ITB 15.1 (a)	For Goods and Related Services originating in the Purchaser's country, the currency of the bid shall be the Cabo Verde Escudos or any other convertible currency.
ITB 20.1	The bid validity period shall be 120 days from the bid submission deadline.
ITB 21.1	A bid security is required. The value of the bid security shall be equivalent to 1.0% of the value of the bid. The currency of the bid security shall be USD or any other freely convertible currency.
ITB 21.2	Other types of acceptable securities: No
D. Submission and Opening of Bids	
ITB 22.1	In addition to the original of the bid, the number of copies is: three (3)
ITB 22.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>a. Statement of authorization of bid signatory by the Bidder's legally registered management or its representative.</p> <p>b. Evidence of legal registration of the Bidder's management or its representative e.g. signed copy of registration with management positions and names at Chamber of Commerce</p>
ITB 23.2 (b)	<p>The inner and outer envelopes shall bear the identification of this bidding process:</p> <p>Project:Construction and Equipment for Five Health Centres</p> <p>Invitation for Bids: Procurement of Medical Equipment, Medical Furniture, Office Equipment, Furniture and Tools , X-Ray Equipment</p> <p>IFB Number: N°3/GEPC/2010</p> <p>Lot Number(s): to be filled by Bidder, as applicable</p>

ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is:</p> <p>Attention: Ministério da Saúde Gabinete de Estudos, Planeamento e Cooperação</p> <p>Street Address: Palácio do Governo</p> <p>City: Praia-Santiago</p> <p>Country: Cabo Verde</p> <p>The deadline for bid submission is:</p> <p>Date: September 28th, 2010.</p> <p>Time: 14:00 hours local time</p>
ITB 27.1	<p>The bid opening shall take place at:</p> <p>Ministério da Saúde Gabinete de Estudos, Planeamento e Cooperação (GEPC)</p> <p>Street Address: Palácio do Governo- Praia</p> <p>Floor/Room number: Sala de Reuniões do Ministério da Saúde</p> <p>City: Praia</p> <p>Country: Cabo Verde</p> <p>Date: September 28th, 2010.</p> <p>Time: 14:15 hours local time</p>
E. Evaluation, and Comparison of Bids	
ITB 31.3	<p>The method to adjust the price to reflect the price of the missing or nonconforming item or component is:</p> <p>a. Eligible bids, of which the aggregated estimated value of the missing or nonconforming items or components is equal or more than ten percent (10%) of the bid price shall not be considered for further evaluation.</p> <p>b. In case of a bid with less than ten percent (10%) value of missing or nonconforming items, the bid shall be adjusted using the following method:</p> <p>(i) In order to obtain a comparable bid, for the missing or nonconforming items the Client's budget price for that/those particular item(s) shall be included in the total bid price.</p> <p>(ii) In the event that the score of such adjusted bid justifies recommendation for awarded of contract, the bidder shall be requested to provide his price(s) for the missing item(s) and the price(s) for substitution(s) of nonconforming with conforming item(s). The bidder shall be informed that his bid is being considered for award of contract, but shall <u>not</u> be informed about the budget prices of the missing or nonconforming items.</p> <p>(iii) If the aggregate total of the prices for missing or substitution items</p>

	<p>is below or equal to the aggregate total of the budget prices for these items, the bid, including the bidder's prices for missing or substitution items, shall be recommended for award of contract.</p> <p>(iv) If the aggregate total of the prices for missing or substitution items is above the aggregate total of the budget prices for these items, the bid shall be compared to the next best bid. The most advantageous of the two bids shall be recommended for award of contract.</p>
ITB 34.1	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: United States Dollar (USD)</p> <p>The source of exchange rate shall be the official European Union exchange rate web site: http://ec.europa.eu/budget/inforeuro</p> <p>The date for the exchange rate shall be the closing date for submissions of bids.</p>
ITB 35.1	<p>A margin of domestic preference applies.</p> <p>If a margin of preference applies, the application method shall be:</p> <p>Domestic Preference</p> <p>1. Goods to benefit from domestic preference are those manufactured in the Purchaser's country and having a domestic value added equal to at least 20 percent of their ex-factory price. The maximum domestic preference is fifteen percent (15%).</p> <p>Mode of Application</p> <p>2. For domestic preference, bids shall be classified in one of the following two groups:</p> <p>Group A: which includes bids offering goods which the respective bidders must have established to the satisfaction of the Recipient to contain 20 percent minimum domestic value added of the ex-factory price and are eligible for domestic preference;</p> <p>Group B: which includes all other bids.</p> <p>3. All evaluated bids in each group shall then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group shall next be compared with the lowest evaluated bids of the other group. If this comparison results in a bid from Group A being the lowest, it shall be selected for the contract award.</p> <p>4. If, as a result of the preceding comparison, the lowest evaluated bid is from Group B all Group B bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group B bid, for the purpose of this further comparison only, the lesser of the following:</p> <p>(a) the amount of customs duties and other import taxes that a</p>

	<p>non-exempt importer would have to pay for the importation of goods offered in each Group B bid;</p> <p>or</p> <p>(b) fifteen (15) percent of the DDU Bid Price of such goods</p> <p>If the Group A bid in the further comparison is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group B, as determined from the comparison under ITB Clause 27.6 above, shall be selected for award.</p>
ITB 36.6	The evaluation method to determine the lowest-evaluated combination of lots shall be: Each lot shall be evaluated separately.
F. Award of Contract	
ITB 41.1	<p>The percentage by which quantities may be increased is: fifteen percent (15%)</p> <p>The percentage by which quantities may be decreased is: fifteen percent (15%)</p>
G. Performance Security	
ITB 44.1	The performance guarantee shall be ten percent (10%) of the Contract Price.

Section III. Qualification Requirements and Evaluation Criteria

Qualification Requirements and Criteria

A. Eligibility

A.1 Eligibility of Bidder In case the supporting evidence and declarations listed under Section III/B do not satisfactorily confirm in the described manner the bidder's eligibility, the bid shall be considered not eligible and be disregarded from further evaluation.

A.2 Eligibility of Bid In case the supporting evidence and declarations listed under Section III/B do not satisfactorily confirm in the described manner the eligibility of the bid, the bid shall be considered not eligible and be disregarded from further evaluation.

B. Legal, Authorization, and Bid Security Documentation

In case any of the following documents are not included in the bid submission, or do not provide the required declaration or security as described here below, the bid shall be considered not eligible and be disregarded from further evaluation.

The Purchaser reserves the right to make inquiries, directly without informing the Bidder, as to the authenticity of the documents presented by the Bidder.

- Declaration, issued and signed by an authorized registration agency (e.g. Chamber of Commerce), providing evidence that the bidder is registered as supplier in his/her country of establishment.
- Declaration, providing evidence that the signatory to the bid has been authorized by the bidder to act on the bidder's behalf for this bid.
- Bid Security, conform ITB Clause 21.
- For each item of equipment marked in the column 'Manufacturer's Authorization' under 'Requirements by Supplier', a Manufacturer's Authorization Letter, made and signed by a person authorized by the Manufacturer, for the bidder to submit a bid for the equipment concerned, in relation to this Invitation for Bids, in which the Manufacturer extends the full guarantee and warranty to the goods offered by the bidder.

C. Financial Situation

In case any of the two following documents are not included in the bid submission, or do not provide the required declaration or information as described here below, the bid shall be considered not eligible and be disregarded from further evaluation.

The information requested under the second bullet is treated strictly confidential and will be used solely for the purpose of assessing the bidder's history and capacity in financial terms to undertake a supply contract of the size and nature specified in this Invitation for Bids.

The Purchaser reserves the right to make inquiries as to establish the authenticity of the documented evidence presented by the bidder, without informing the bidder. Misrepresentation of the information required shall automatically result in disqualification from further evaluation.

- Declaration, made and signed by a registered audit firm, providing evidence that the bidder is not in any state of bankruptcy.
- Declaration, made and signed by a registered audit firm, providing information on the bidder's financial situation for the past three (3) financial years, including annual turnover, profit/loss, evidence of supply contracts of comparable nature and size with contract amounts, type of goods supplied, client, funding source and procurement method (ICB, NCB etc.).
- Statement, made and signed by bidder's bankers, confirming the bidder's access to liquidity means or lines of credit at least equal to the bid price.

D. Experience

The information requested from the bidder as regards 'experience' will be used to examine the bidder's track record of relevant and comparable supply contracts and assess the bidder's ability to perform the supply contract, as well as possible after-sale services not covered under this contract, of this Invitation for Bids. The bidder shall thereto provide the following information for the past 5 years:

- Track record of medical equipment, medical furniture, and/or office equipment, furniture and tools, **X-Ray equipment** (as applicable) supply contracts of relevant size (contract value range: USD 100,000 to USD 500,000), composition, complexity and modality. In case the bidder has not previously dealt with some of the equipment specified (as evidenced by the track record) the bidder must obtain written assurance from the manufacturer that the manufacturer shall provide the necessary technical backup.
- Experience in the field of destination-specific packing/labelling, international and in-country transport, and delivery planning and logistics.
- In case the bid involves medical equipment, and/or medical furniture, and/or office equipment and furniture which requires assembly/installation, testing, commissioning, user- and/or technical training, the bidder shall provide details of relevant experience in these fields. If the bidder lacks for one or more items the required experience, the bidder shall provide copies of the authorization letters issued by the manufacturers of the items concerned, extending the manufacturers' obligation in respect of assembly/ installation, testing, commissioning, and user- and/or technician training. The text of the sample 'Manufacturer's Authorization' provided under Section IV/page 40 shall hereto be extended to include the extended obligation.
- In case the bid involves complex equipment, which requires after-sale services such as periodic specialist servicing, calibration, maintenance beyond user-operator's ability, repair etc, the bidder shall provide details of relevant experience. If the bidder lacks for one or more items the required experience, the bidder shall provide copies of the authorization letters issued by the manufacturers of the items concerned, extending the manufacturers' obligation in respect of after-sale services such as periodic specialist servicing, calibration, maintenance beyond user-operator's ability, repair etc. The text of the sample 'Manufacturer's Authorization' provided under Section IV/page 40 shall hereto be extended to include the extended obligation.

E. Capacity

The information requested from the bidder as regards ‘capacity’ will be used to examine the bidder’s track record of relevant and comparable supply contracts and assess the bidder’s capacity to perform the supply contract of this Invitation for Bids. The bidder shall thereto provide the following information for the past 5 years:

- The bidder shall demonstrate the required international and in-country capacity to deal with complex delivery distribution planning and logistics.
- In case the bid involves complex equipment, which requires after-sale services such as periodic specialist servicing, calibration, maintenance beyond user-operator’s ability, repair etc., the bidder shall provide details of existing capacity in Cabo Verde or in the West African region to provide these services cost-effectively at short notice. In case the bidder lacks for one or more items the required capacity, the requirement of a manufacturers' authorization letter, as referred to under D. Experience/third bullet, applies.
- In case the bid involves assembly/installation, testing, commissioning, and user- and/or technical training, the bidder shall provide details of existing capacity in Cabo Verde or in the West African region to execute these tasks timely and effectively. In case the bidder lacks for one or more items the required capacity, the requirement of a manufacturers' authorization letter, as referred to under D. Experience/fourth bullet, applies.

Evaluation Criteria**General**

Only bids that fully comply with the qualification requirements and criteria listed under A – E above shall qualify for evaluation.

F. Technical Criteria**F.1 Compliance with Lists, Technical Specifications, Schedules and Instructions**

The bid shall be in full compliance with the equipment lists, the technical specifications, the distribution and delivery schedules, packing instructions, and all other relevant requirements and instructions provided in this Invitation for Bids.

In accordance with ITB/Clause 13.1, no alternative bid will be considered.

However, if the bid contains missing or nonconforming items or components with a maximum aggregated cost of less than ten percent (10%) of the total bid price, the evaluation shall follow the method specified in ITB/Clause 31.3

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| F.2 | After-sale Service and Spare Parts | In addition to the bidder's demonstration of experience and capacity in terms of providing after-sale service for complex equipment (as required under D and E above), the bid evaluation shall take into account the bidder's proposals for after-sale service and supply of spare parts, in particular as regards duty station and qualification of service personnel, response time, and availability of and access to spare parts. |
| F.3 | Installation, Testing, Commissioning, User-Training and Manuals | In addition to the bidder's demonstration of experience and capacity in terms of assembly, installation, testing, commissioning, and providing user- and technical training and operation and service manuals for complex equipment (as required under D and E above), the bid evaluation shall take into account the bidder's proposals for assembly, installation, testing, commissioning, and providing user- and technical training and operation and service manuals. |
| F.4 | Packing, Shipping, Distribution and Delivery | In addition to the bidder's demonstration of experience and capacity in terms of destination-specific packing and labelling, shipping, distribution and delivery planning and logistics (as required under D and E above), the bid evaluation shall take into account the bidder's proposals for these activities. |
| G. Financial Criteria | | Only bids, which are in full compliance with the technical criteria, shall qualify for further evaluation. |
| G.1 | Priced Quantified Item Lists | <p>In accordance with the pricing instructions preceding the equipment list, the bidder shall provide unit prices for each equipment item of the main list, as well as total amounts for the required quantity per item, and lot total amount.</p> <p>In the event that the bidder has made arithmetical error(s) in multiplying the indicated quantity(ies) times the unit price(s) indicated by the bidder, the bid shall be adjusted to reflect the correct item amount, sub-total amount, and total bid price.</p> <p>In the event that unit prices for identical items differ, the bid will be adjusted to the highest unit price.</p> <p>In the event that the bidder has not priced certain items or has offered a price for other than specified and nonconforming items, the method described under ITB Clause 31.3 applies.</p> |

- G.2 Unit Cost of Spare Parts and Consumables
- In accordance with the pricing instructions the bidder shall fill the Pricing Sheet for Spare Parts and Consumables, which forms part of Section V / Schedule of Supply, for the essential spare parts and consumables for the items indicated in the 'Requirements' columns of the List of Goods and Related Services.
- Whereas types and quantitative information for consumables are indicated on a list attached to List of Goods and Related Services, it is the bidder's responsibility to assess the spare part requirement over a 5-year operational period. Spare part types and quantities assumed by the bidder to be required over this 5-year period, and the subsequent total item cost, will not influence the financial evaluation, but be considered to provide evidence of the bidders technical understanding and therefore to form part of the technical evaluation of the bid. However, the Client reserves the right to reject bids, which unit prices for spares are considered excessively high as compared to the budget price.
- G.3 Cost of Consumable-Dependent Equipment
- In order to eliminate the possibility of procuring certain pieces of consumable-dependent equipment at relatively low investment cost, but with excessively high cost of consumables, resulting in an uneconomic life-cycle cost, the financial evaluation of the bid shall be made on the basis of the total amount of the priced lists to which, for comparison reasons only, shall be added for these pieces of consumable-dependent equipment the cost of consumables for a the number of tests or period of operation, specified on a list attached to List of Goods.
- It must be noted that the quantity of consumables that will form part of the contract will be negotiated at the time of award of contract within the contractual allowance for variation of quantities (ITB/Clause 41.1). The quantity of consumables listed for the evaluation comparison bears no relation to the quantity that will form part of the contract.

Section IV. Bidding Forms

Table of Forms

Bid Submission Sheet.....35

Bid Security37

Manufacturer’s Authorization39

Bid Submission Sheet

Date: *(to be inserted by bidder)*
 ICB No.: 3/GEPC/2010
 Invitation for Bid Nº 3/GEP/2010
 Lot no: *(to be inserted by bidder, one separate bid submission sheet for each Lot)*

To: The Ministério da Saúde
 c/o Director General of Gabinete de Estudos Planeamento e Cooperação
 Project: Construction and Equipment for Five Health Centres
 Caixa Postal 47
 Praia-Santiago
Cabo Verde

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *(to be inserted by bidder, if applicable);*

We offer to supply, in conformity with the Bidding Documents for the Procurement of Medical Equipment, Medical Furniture, and Office Equipment, Furniture and Tools, X-Ray Equipment and in accordance with the delivery schedule specified in Section V / Schedule of Supply, the following Goods and Related Services:

Lot 1 / Medical Equipment *(bidder to delete or maintain, as applicable)*

Lot 2 / Medical Furniture *(bidder to delete or maintain, as applicable)*

Lot 3 / Office Equipment, Furniture and Tools *(bidder to delete or maintain, as applicable)*

Lot 4 / X-Ray Equipment *(bidder to delete or maintain, as applicable)*

- (b) The total price of our Bid for this Lot, excluding any discounts offered in item (d) below is

(to be inserted by the bidder)

(currency) *(amount in figures)* *(currency and amount in words)*

- (c) The discounts offered and the methodology for their application are:

(to be inserted by bidder, if applicable)

- (d) Our bid shall be valid for a period of *(to be inserted by the bidder)* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before expiry of that period;

(e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents, in the amount of

(to be inserted by the bidder)

(currency) (amount in figures)(currency and amount in words)

for the due performance of the Contract;

(f) We are not participating, as Bidders, in more than one bid for this Lot (a bidder is however allowed to bid for each of the four Lots of this bidding process) in this bidding process, in accordance with the Bidding Documents;

(g) Our firm, its affiliates or subsidiaries, and including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by OFID.

(h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

(to be inserted by bidder, if applicable)

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

(k) We understand that this bid, together with your written acceptance thereof, included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: *(to be inserted by the bidder)*

In the capacity of: *(to be inserted by the bidder)*

Signed: *(to be inserted by the bidder)*

Duly authorized to sign the bid for and on behalf of: *(to be inserted by the bidder)*

Dated on: *(to be inserted by the bidder)* day of *(month and year to be inserted by the bidder)*

Bid Security

Date: *(to be inserted by bidder)*
 ICB No.: 3/GEPC/2010
 Invitation for Bid N° 3/GEPC/2010
 Lot n°: *(to be inserted by bidder, one separate bid submission sheet for each Lot)*

To: The Ministério da Saúde
 c/o Director General of Gabinete de Estudos Planeamento e Cooperação
 Project: Construction and Equipment for Five Health Centres
 Caixa Postal 47
 Praia-Santiago
Cabo Verde

Whereas _____
 (hereinafter “the Bidder”) has submitted its bid dated _____
 for ICB No. 3/GEP/2010 / ICB name: Supply of Medical Equipment, Medical Furniture,
 Office Equipment, Furniture and Tools, X-Ray Equipment for **Lot** *(Lot number and name to be
 inserted by bidder)* hereinafter called “the Bid.”

KNOW ALL PEOP-LE by these presents that WE
 _____ of
 _____ having our registered office at
 _____ (hereinafter “the Guarantor”), are bound unto
 the Ministry of Health, under the OFID funded Construction and Equipment of Five Health
 Centres, through the Department of Studies, Planning and Cooperation (hereinafter “the
 Purchaser”) in the sum of

(to be inserted by the guarantor)

(currency) (amount in figures)(currency and amount in words)

for which payment well and truly to be made to the aforementioned Purchaser, the
 Guarantor binds itself, its successors, or assignees by these presents. Sealed with the
 Common Seal of this Guarantor this _____ day of

_____, _____.

THE CONDITIONS of this obligation are the following:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Submission Sheet, except as provided in ITB Sub-Clause 20.1; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser, during the period of bid validity, fails or refuses to:
 - (a) execute the Contract; or
 - (b) furnish the Performance Security, in accordance with the ITB Clause 44; or
 - (c) accept the correction of its bid by the Purchaser, pursuant to ITB Clause 31.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser states that the amount claimed by it is due to it, owing to the occurrence of one or more of the above conditions, specifying the occurred conditions. This security shall remain in force up to and including twenty-eight (28) days after the period of bid validity. Any demand in respect this security should be received by the Guarantor no later than the above date.

Name: (to be inserted by the guarantor)

In the capacity of: *(to be inserted by the guarantor)*

Signed: *(to be inserted by the guarantor)*

Duly authorized to sign the bid security for and on behalf of: *(to be inserted by the guarantor)*

Dated on: *(to be inserted by the guarantor)* day of *(month and year to be inserted by the guarantor)*

Manufacturer's Authorization

Date: (to be inserted by bidder)
ICB No.: 3/GEPC/2010
Invitation for Bid N° 3/GEPC/2010
Lot no: (to be inserted by bidder, one separate bid submission sheet for each Lot)

To: The Ministério da Saúde
Palácio do Governo
c/o Director General of do Gabinete de Estudos Planeamento e Cooperação
Project: Construction and Equipment for Five Health Centres
Caixa Postal 47
Praia-Santiago
Cabo Verde

WHEREAS _____, who are official manufacturers of _____ (to be inserted by the manufacturer), having factories at (to be inserted by the manufacturer) _____, do hereby authorize (name of authorized supplier to be inserted by the manufacturer) _____ to submit a bid in relation to the Invitation for Bids for the procurement of Medical Equipment, Medical Furniture, Office Equipment, Furniture and Tools, X-Ray Equipment – **Lot** (Lot number and name to be inserted by the manufacturer), the purpose of which is to provide the following Goods, manufactured by us (to be inserted by the manufacturer)

_____ ,
and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the goods offered by the above firm in reply to this Invitation for Bids.

If applicable, the Manufacturer's Authorization Letter shall here be extended to include the requirements listed in Section III/D –Experience (page 30) and E-Capacity (page 31) of this bidding document.

Name: (to be inserted by the manufacturer) In the capacity of: (to be inserted by the manufacturer)

Signed: (to be inserted by the manufacturer)

Duly authorized to sign the bid security for and on behalf of: (to be inserted by the manufacturer)

Dated on: (to be inserted by the manufacturer) day of (month and year to be inserted by the manufacturer)

Note: This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. If so indicated in the BDS, the bidder should include it in its bid.

PART 2 – Supply Requirements

Section V. Schedule of Supply

Contents

1.	Goods and Related Services, Spare Parts and Consumables	
1a.	Lot 1 / List of Goods and Related Services	43
	Pricing sheet for Spare Parts and Consumables for Lot 1	44
	Schedule of Consumables for Lot 1	45
1b.	Lot 2	46
1c.	Lot 3	47
1d.	Lot 4	48
2.	Delivery and Completion Schedule	
2a.	Lot 1	49
2b.	Lot 2	52
2c.	Lot 3	55
2d.	Lot 4	58
3.	Technical Specifications	
3a.	Lot 1	60
	Technical Compliance Schedule for Lot 1	61
	Notes to Bidders for Lot 1	62
3b.	Lot 2	65
	Technical Compliance Schedule for Lot 2	66
	Notes to Bidders for Lot 2	67
3c.	Lot 3	68
	Technical Compliance Schedule for Lot 3	69
	Notes to Bidders for Lot 3	70
3d.	Lot 4	72
	Technical Compliance Schedule for Lot 4	73
	Notes to Bidders for Lot 4	74

General Note to Bidders:

The page numbering of the Lists of Goods/Pricing Sheets (Section V / 1a, 1b, 1c, 1d) and Technical Specifications (Section V / 3a, 3b, 3c, 3d) is table- or schedule-specific and independent of the page numbering of the overall Bidding Document.

1a. List of Goods and Related Services
Procurement of Medical Equipment, Medical Furniture, Office
Equipment, Furniture and Tools, X-Ray Equipment

LOT 1 / MEDICAL EQUIPMENT

1b. List of Goods and Related Services
Procurement of Medical Equipment, Medical Furniture, Office
Equipment, Furniture and Tools, X-Ray Equipment

LOT 2 / MEDICAL FURNITURE

1c. List of Goods and Related Services
Procurement of Medical Equipment, Medical Furniture, Office
Equipment, Furniture and Tools, X-Ray Equipment

LOT 3 / OFFICE EQUIPMENT, FURNITURE AND TOOLS

1d. List of Goods and Related Services
Procurement of Medical Equipment, Medical Furniture, Office
Equipment, Furniture and Tools, X-Ray Equipment

LOT 4 / X-RAY EQUIPMENT

**2a. Delivery and Completion Schedule
for
LOT 1 / MEDICAL EQUIPMENT**

Delivery Locations: The goods shall be delivered to five (5) health centres in such a way that each health centre receives one fifth (1/5) of the total quantity of each item (and if applicable related spares and consumables).

With the exception of the following item numbers which have a different distribution as per table below.

LotID	Item sequence no.	Descriptor	Boa Vista	Maio	Mosteiros	Santa Cruz	Tarafal
01	0006	Incubator, infant, complete with accessories	1	1	0	0	0
01	0032	Amalgamator, dental	1	0	0	1	1
01	0033	Dental unit, complete with chair, cuspidor, compressor, operating lamp, air-turbine drill and x-ray unit	1	0	0	1	1
01	0034	Light, dental resin curing	1	0	0	1	1
01	0035	X-Ray film processor, dental, daylight	1	0	0	1	1
01	0060	Instrument set, dental surgery	1	0	0	1	1
01	0061	Instrument set, dental, hand	1	0	0	1	1

The five (5) health centres are at the following locations:

Name of Island	Name of Municipality / Health Centre
Boa Vista	Boa Vista
Maio	Maio
Santiago	Tarrafal
Santiago	Santa Cruz
Fogo	Mosteiros



Delivery Dates: The start and completion of the delivery period shall be indicated by the bidder for review by the Contract Authority, and shall ultimately be determined by the Contract Authority in close consultation with the supplier, for each of the listed sites, but shall be completed, unless otherwise agreed with the Contracting Authority at the time of award of contract, within 120 days from the date of the signing of the contract.

**2b. Delivery and Completion Schedule
for
LOT 2 / MEDICAL FURNITURE**

Delivery Locations: The goods shall be delivered to five (5) health centres in such a way that each health centre receives one fifth (1/5) of the total quantity of each item (and if applicable related spares and consumables).

With the exception of the following item numbers which have a different distribution as per table below.

LotID	Item sequence no.	Descriptor	Boa Vista	Maio	Mosteiros	Santa Cruz	Tarafal
02	0009	Hospital bed, adult, two sections	3	17	17	17	17
02	0010	Hospital bed, adult, with side rail	0	5	5	5	5
02	0014	Mattress for hospital bed, adult	3	22	22	22	22

The five (5) health centres are at the following locations:

Name of Island	Name of Municipality / Health Centre
Boa Vista	Boa Vista
Maio	Maio
Santiago	Tarraful
Santiago	Santa Cruz
Fogo	Mosteiros



Base 802990AI (C00671) 2-04

Delivery Dates: The start and completion of the delivery period shall be indicated by the bidder for review by the Contract Authority, and shall ultimately be determined by the Contract Authority in close consultation with the supplier, for each of the listed sites, but shall be completed, unless otherwise agreed with the Contracting Authority at the time of award of contract, within 120 days from the date of the signing of the contract.

**2c. Delivery and Completion Schedule
for
LOT 3 / OFFICE EQUIPMENT, FURNITURE AND TOOLS**

Delivery Locations: The goods shall be delivered to five (5) health centres in such a way that each health centre receives one fifth (1/5) of the total quantity of each item (and if applicable related spares and consumables).

With the exception of the following item numbers which have a different distribution as per table below.

LotID	Item sequence no.	Descriptor	Boa Vista	Maio	Mosteiros	Santa Cruz	Tarfal
03	0031	Stool, steel frame, adjustable, plywood seat	5	4	4	5	5

The five (5) health centres are at the following locations:

Name of Island	Name of Municipality / Health Centre
Boa Vista	Boa Vista
Maio	Maio
Santiago	Tarfal
Santiago	Santa Cruz
Fogo	Mosteiros



Base 802990AI (C00671) 2-04

Delivery Dates: The start and completion of the delivery period shall be indicated by the bidder for review by the Contract Authority, and shall ultimately be determined by the Contract Authority in close consultation with the supplier, for each of the listed sites, but shall be completed, unless otherwise agreed with the Contracting Authority at the time of award of contract, within 120 days from the date of the signing of the contract.

2d. Delivery and Completion Schedule for LOT 4 / X-RAY EQUIPMENT

Delivery Locations: The goods shall be delivered to five (5) health centres in such a way that each health centre receives one fifth (1/5) of the total quantity of each item (and if applicable related spares and consumables). The five (5) health centres are at the following locations:

Name of Island	Name of Municipality / Health Centre
Boa Vista	Boa Vista
Maio	Maio
Santiago	Tarrafal
Santiago	Santa Cruz
Fogo	Mosteiros



Base 802990AI (C00671) 2-04

Delivery Dates: The start and completion of the delivery period shall be indicated by the bidder for review by the Contract Authority, and shall ultimately be determined by the Contract Authority in close consultation with the supplier, for each of the listed sites, but shall be completed, unless otherwise agreed with the Contracting Authority at the time of award of contract, within 120 days from the date of the signing of the contract.

**3a. Technical Specifications
for
LOT 1 / MEDICAL EQUIPMENT**

Notes to Bidders for LOT 1 / MEDICAL EQUIPMENT

Eligibility and Qualification Requirements to Bid for more than one (1) Lot

In case Bidders wish to bid for more than one (1) Lot, the eligibility and qualification requirements, as established and listed for each Lot, shall apply in such manner that non-financial requirements shall apply separately and overall, and financial requirements, such as access to liquidity means, shall apply cumulative for the sum of bid prices for the Lots in the Bidder's bid.

If a Bidder, submitting bids for more than one Lot, disqualifies for reasons of not meeting the cumulative financial requirements, all bids by that Bidder shall be rejected for further evaluation.

Contracts shall be awarded for each Lot separately. Contract conditions shall therefore also apply separately for each Lot.

General Technical Requirements

Bidders must provide detailed descriptions of the hardware components they propose. Technical data sheets relating to each hardware component should be provided, stating brand name, model/type, clearly marking the offered items in submitted brochures.

System manufacture and testing must conform or be consistent with the requirements of the International Standards Organization (ISO) quality standards. Each system component supplied must be certified accordingly.

All equipment must be supplied with user- and service-manuals in the Portuguese and English languages.

Equipment must be heavy duty and be of sturdy design, taking into account the health facility environment in Cabo Verde. Equipment will be used intensively.

Electrical power: all active (powered) equipment must operate on a voltage range of 240v+/-10%, and a frequency range 50 Hz +/- 2 Hz. All active equipment must include power plugs of the standard in the Purchaser's country.

Environmental: The supplier must specify and certify tolerance levels of the equipment. Unless otherwise specified, all equipment MUST operate in environments of temperature between 10-40 degrees centigrade, humidity at 10-95 percent relative humidity, dust conditions of 0-40 grams per cubic meter of dust and heat output of no more than 20 degrees centigrade.

Safety: Unless otherwise specified, all equipment must operate at very low noise level, if any. All electronic equipment that emits electro-magnetic energy must be certified as meeting an internationally recognized standard, e.g. US FCC Class B or EN 55022 and EN 50082-1 or an equivalent emission standard.

Conformity: This bidding document has been compiled with utmost care as regards the use of generic technical specifications. However, for very few items the Purchaser specifically requires the brand name and type of equipment specified in the Technical Specifications. In such cases only the specified manufacturer/brand name and type shall be accepted in the bid.

Pricing Requirements

If under 'Requirements' in the List of Goods and Related Services (Section V /1) an indicator is shown, the bidder shall provide a financial and, if applicable, descriptive proposal for the 'Requirement' concerned. A description of the requirements is given below.

1. Spare parts

If a basic set of spares forms part of the standard supply modality for a given item, the type and quantity of spares are indicated in the Technical Specifications. However, in addition to the spares requirement listed in the TS, it is acknowledged that in some instances other spares may be required over time. The type and quantity of these spares are equipment-related. In order to make an economic assessment of both the investment and the maintenance cost of the equipment involved, the cost of spares will be taken into account during the evaluation.

If indicated in the list of requirements, spare parts for a period of five year use shall be listed and priced on the Pricing Sheet for Spare Parts and Consumables, as attached to the List of Goods and Related Services in Section V /1. For those spares not indicated in the Technical Specifications, the actual number and type of spare parts to be included under the contract shall be negotiated at the time of award of contract.

2. Consumables

Consumables are an important aspect of the operational cost of equipment, in particular for consumable-dependent equipment. In order to make an economic assessment of both the investment and the consumable-part of the running cost, the cost of consumables will be taken into account during the financial evaluation. If an indicator is shown under 'Requirements' in the List of Goods and Related Services, consumables for the number of tests or period of operation indicated on the attached Schedule of Consumables for Consumable-Dependent Equipment shall be priced on the Pricing Sheet for Spare Parts and Consumables, as attached to the List of Goods and Related Services in Section V /1. The figures will be used for financial evaluation only. The actual quantity and type of consumables to be included under the contract shall be negotiated at the time of award of contract.

3. Installation / Assembly

If equipment is to be installed as indicated under 'Requirements', the bidder shall include in his unit price the cost of installation and commissioning of the equipment at its final destination. In case goods are shipped to the final destination in a knock down status, assembly on site shall be included in the unit price of the equipment. If applicable, a descriptive proposal for the installation/assembly shall be included in the bid.

4. User training

If indicated under 'Requirements', the supplier must provide for user training for two to three persons for a period of half a day per type of equipment per health facility. The cost for these services shall be included in the unit price of the equipment. A descriptive proposal for the user training shall be included in the bid.

5. Technician training

If indicated under 'Requirements', the supplier must provide for technician training for two or three persons from the central level for a period of half a day per type of equipment. Technical training shall take place at a central location in Praia. The cost for this service shall be included in the unit price of the equipment. A descriptive proposal for the technician training shall be included in the bid.

6 Manufacturer's Authorization Letter

If indicated under 'Requirements', the supplier must provide a Manufacturer's Authorization Letter for each type of item for which an indicator is shown. The manufacturer's extension of the contractual warranty obligations to the supplier shall be at zero cost to the Purchaser. Also, if the bidder lacks experience or capacity for certain items, and the Manufacturer's Authorization Letter includes the confirmation of the manufacturer's backup support to the supplier in order to enable the supplier to comply with the experience and capacity requirements listed in Section III, this support shall be at zero cost to the Purchaser.

**3b. Technical Specifications
for
LOT 2 / MEDICAL FURNITURE**

Notes to Bidders for LOT 2 / MEDICAL FURNITURE

Eligibility and Qualification Requirements to Bid for more than one (1) Lot

In case Bidders wish to bid for more than one (1) Lot, the eligibility and qualification requirements, as established and listed for each Lot, shall apply in such manner that non-financial requirements shall apply separately and overall, and financial requirements, such as access to liquidity means, shall apply cumulative for the sum of bid prices for the Lots in the Bidder's bid.

If a Bidder, submitting bids for more than one Lot, disqualifies for reasons of not meeting the cumulative financial requirements, all bids by that Bidder shall be rejected for further evaluation.

Contracts shall be awarded for each Lot separately. Contract conditions shall therefore also apply separately for each Lot.

General Technical Requirements

Bidders must provide detailed descriptions of the hardware components they propose. Technical data sheets relating to each hardware component should be provided, stating brand name, model/type, clearly marking the offered items in submitted brochures.

System manufacture and testing must conform or be consistent with the requirements of the International Standards Organization (ISO) quality standards. Each system component supplied must be certified accordingly.

If applicable, user- and service-manuals must be in the Portuguese and English languages.

Furniture must be heavy duty and be of sturdy design, taking into account the health facility environment in Cabo Verde. Medical furniture will be used intensively.

Environmental: Unless otherwise specified, all medical furniture will be used in environments of temperature between 10-40 degrees centigrade, humidity at 10-95 percent relative humidity, and dust conditions of 0-40 grams per cubic meter of dust.

Pricing Requirements

In case medical furniture is shipped to the final destination in a knock down status, assembly on site shall be included in the unit price of the furniture. If applicable, a descriptive proposal for the assembly shall be included in the bid.

**3c. Technical Specifications
for
LOT 3 / OFFICE EQUIPMENT, FURNITURE AND TOOLS**

Notes to Bidders for LOT 3 / OFFICE EQUIPMENT, FURNITURE AND TOOLS

Eligibility and Qualification Requirements to Bid for more than one (1) Lot

In case Bidders wish to bid for more than one (1) Lot, the eligibility and qualification requirements, as established and listed for each Lot, shall apply in such manner that non-financial requirements shall apply separately and overall, and financial requirements, such as access to liquidity means, shall apply cumulative for the sum of bid prices for the Lots in the Bidder's bid.

If a Bidder, submitting bids for more than one Lot, disqualifies for reasons of not meeting the cumulative financial requirements, all bids by that Bidder shall be rejected for further evaluation.

Contracts shall be awarded for each Lot separately. Contract conditions shall therefore also apply separately for each Lot.

General Technical Requirements

Bidders must provide detailed descriptions of the hardware components they propose. Technical data sheets relating to each hardware component should be provided, stating brand name, model/type, clearly marking the offered items in submitted brochures.

System manufacture and testing must conform or be consistent with the requirements of the International Standards Organization (ISO) quality standards. Each system component supplied must be certified accordingly.

All office equipment and tools, and, if applicable, office furniture must be supplied with user- and service-manuals in the Portuguese and English languages.

Equipment, tools and furniture must be heavy duty and be of sturdy design, taking into account the health facility environment in Cabo Verde. Equipment, tools and furniture will be used intensively.

Electrical power: all active (powered) equipment must operate on a voltage range of 240v+/-10%, and a frequency range 50 Hz +/- 2 Hz. All active equipment must include power plugs of the standard in the Purchaser's country.

Environmental: The supplier must specify and certify tolerance levels of the equipment, tools and furniture. Unless otherwise specified, all equipment and tools MUST operate in environments of temperature between 10-40 degrees centigrade, humidity at 10-95 percent relative humidity, dust conditions of 0-40 grams per cubic meter of dust and heat output of no more than 20 degrees centigrade.

Safety: Unless otherwise specified, all equipment and tools must operate at very low noise level, if any.

All electronic equipment that emits electro-magnetic energy must be certified as meeting an internationally recognized standard, e.g. US FCC Class B or EN 55022 and EN 50082-1 or an equivalent emission standard.

Pricing Requirements

If under 'Requirements' in the List of Goods and Related Services (Section V /1) an indicator is shown, the bidder shall provide a financial and, if applicable, descriptive proposal for the 'Requirement' concerned. A description of the requirements is given below.

1. Consumables

Consumables are an important aspect of the operational cost of equipment, in particular for consumable-dependent equipment. In order to make an economic assessment of both the investment and the consumable-part of the running cost, the cost of consumables will be taken into account during the financial evaluation. If an indicator is shown under 'Requirements' in the List of Goods and Related Services, consumables for the number of tests or period of operation indicated on the attached Schedule of Consumables for Consumable-Dependent Equipment shall be priced on the Pricing Sheet for Spare Parts and Consumables, as attached to the List of Goods and Related Services in Section V /1. The figures will be used for financial evaluation only. The actual quantity and type of consumables to be included under the contract shall be negotiated at the time of award of contract.

2. Installation / Assembly

If equipment is to be installed as indicated under 'Requirements', the bidder shall include in his unit price the cost of installation and commissioning of the equipment at its final destination. In case goods are shipped to the final destination in a knock down status, assembly on site shall be included in the unit price of the equipment. If applicable, a descriptive proposal for the installation/assembly shall be included in the bid.

**3d. Technical Specifications
for
LOT 4 / X-RAY EQUIPMENT**

Notes to Bidders for LOT 4 / X-RAY EQUIPMENT

Eligibility and Qualification Requirements to Bid for more than one (1) Lot

In case Bidders wish to bid for more than one (1) Lot, the eligibility and qualification requirements, as established and listed for each Lot, shall apply in such manner that non-financial requirements shall apply separately and overall, and financial requirements, such as access to liquidity means, shall apply cumulative for the sum of bid prices for the Lots in the Bidder's bid.

If a Bidder, submitting bids for more than one Lot, disqualifies for reasons of not meeting the cumulative financial requirements, all bids by that Bidder shall be rejected for further evaluation.

Contracts shall be awarded for each Lot separately. Contract conditions shall therefore also apply separately for each Lot.

General Technical Requirements

Bidders must provide detailed descriptions of the hardware components they propose. Technical data sheets relating to each hardware component should be provided, stating brand name, model/type, clearly marking the offered items in submitted brochures.

System manufacture and testing must conform or be consistent with the requirements of the International Standards Organization (ISO) quality standards. Each system component supplied must be certified accordingly.

All equipment must be supplied with user- and service-manuals in the Portuguese and English languages.

Equipment must be heavy duty and be of sturdy design, taking into account the health facility environment in Cabo Verde. Equipment will be used intensively.

Electrical power: all active (powered) equipment must operate on a voltage range of 240v+/-10%, and a frequency range 50 Hz +/- 2 Hz. All active equipment must include power plugs of the standard in the Purchaser's country.

Environmental: The supplier must specify and certify tolerance levels of the equipment. Unless otherwise specified, all equipment MUST operate in environments of temperature between 10-40 degrees centigrade, humidity at 10-95 percent relative humidity, dust conditions of 0-40 grams per cubic meter of dust and heat output of no more than 20 degrees centigrade.

Safety: Unless otherwise specified, all equipment must operate at very low noise level, if any. All electronic equipment that emits electro-magnetic energy must be certified as meeting an internationally recognized standard, e.g. US FCC Class B or EN 55022 and EN 50082-1 or an equivalent emission standard.

Conformity: This bidding document has been compiled with utmost care as regards the use of generic technical specifications. However, for very few items the Purchaser specifically requires the brand name and type of equipment specified in the Technical Specifications. In such cases only the specified manufacturer/brand name and type shall be accepted in the bid.

Pricing Requirements

If under 'Requirements' in the List of Goods and Related Services (Section V /1) an indicator is shown, the bidder shall provide a financial and, if applicable, descriptive proposal for the 'Requirement' concerned. A description of the requirements is given below.

1. Spare parts

If a basic set of spares forms part of the standard supply modality for a given item, the type and quantity of spares are indicated in the Technical Specifications. However, in addition to the spares requirement listed in the TS, it is acknowledged that in some instances other spares may be required over time. The type and quantity of these spares are equipment-related. In order to make an economic assessment of both the investment and the maintenance cost of the equipment involved, the cost of spares will be taken into account during the evaluation.

If indicated in the list of requirements, spare parts for a period of five year use shall be listed and priced on the Pricing Sheet for Spare Parts and Consumables, as attached to the List of Goods and Related Services in Section V /1. For those spares not indicated in the Technical Specifications, the actual number and type of spare parts to be included under the contract shall be negotiated at the time of award of contract.

2. Consumables

Consumables are an important aspect of the operational cost of equipment, in particular for consumable-dependent equipment. In order to make an economic assessment of both the investment and the consumable-part of the running cost, the cost of consumables will be taken into account during the financial evaluation. If an indicator is shown under 'Requirements' in the List of Goods and Related Services, consumables for the number of tests or period of operation indicated on the attached Schedule of Consumables for Consumable-Dependent Equipment shall be priced on the Pricing Sheet for Spare Parts and Consumables, as attached to the List of Goods and Related Services in Section V /1. The figures will be used for financial evaluation only. The actual quantity and type of consumables to be included under the contract shall be negotiated at the time of award of contract.

3. Installation / Assembly

If equipment is to be installed as indicated under 'Requirements', the bidder shall include in his unit price the cost of installation and commissioning of the equipment at its final destination. In case goods are shipped to the final destination in a knock down status, assembly on site shall be included in the unit price of the equipment. If applicable, a descriptive proposal for the installation/assembly shall be included in the bid.

4. User training

If indicated under 'Requirements', the supplier must provide for user training for two to three persons for a period of half a day per type of equipment per health facility. The cost for these services shall be included in the unit price of the equipment. A descriptive proposal for the user training shall be included in the bid.

5. Technician training

If indicated under 'Requirements', the supplier must provide for technician training for two or three persons from the central level for a period of half a day per type of equipment. Technical training shall take place at a central location in Praia. The cost for this service shall be included in the unit price of the equipment. A descriptive proposal for the technician training shall be included in the bid.

6 Manufacturer's Authorization Letter

If indicated under 'Requirements', the supplier must provide a Manufacturer's Authorization Letter for each type of item for which an indicator is shown. The manufacturer's extension of the contractual warranty obligations to the supplier shall be at zero cost to the Purchaser. Also, if the bidder lacks experience or capacity for certain items, and the Manufacturer's Authorization Letter includes the confirmation of the manufacturer's backup support to the supplier in order to enable the supplier to comply with the experience and capacity requirements listed in Section III, this support shall be at zero cost to the Purchaser.

PART 3 - Contract

Section VI. General Conditions of Contract

Table of Clauses

1.	Definitions	80
2.	Contract Documents	81
3.	Fraud and Corruption	81
4.	Interpretation	82
5.	Language	83
6.	Joint Venture, Consortium or Association	83
7.	Eligibility	83
8.	Notices	84
9.	Governing Law	84
10.	Settlement of Disputes.....	84
11.	Scope of Supply.....	84
12.	Delivery	84
13.	Supplier's Responsibilities	84
14.	Purchaser's Responsibilities	85
15.	Contract Price	85
16.	Terms of Payment.....	85
17.	Taxes and Duties	85
18.	Performance Security	86
19.	Copyright.....	86
20.	Confidential Information	86
21.	Subcontracting	87
22.	Specifications and Standards	87
23.	Packing and Documents	88
24.	Insurance.....	88
25.	Transportation.....	88
26.	Inspections and Tests.....	76
27.	Liquidated Damages	90
28.	Warranty	90
29.	Patent Indemnity.....	90
30.	Limitation of Liability	92
31.	Change in Laws and Regulations	92
32.	Force Majeure.....	92
33.	Change Orders and Contract Amendments	93
34.	Extensions of Time.....	93
35.	Termination	93
36.	Assignment.....	95

Section VI. General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (f) “Completion” means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) “GCC” means the General Conditions of Contract.
- (h) “Goods” means all of the commodities, raw materials, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
- (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.
- (l) “SCC” means the Special Conditions of Contract.
- (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

- (n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (o) “OFID” is the OPEC Fund for International Development.
- (p) “The Site,” where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 It is OFID’s policy to require Recipients, as well as bidders/suppliers/contractors/concessionaires under OFID-financed projects, programmes and studies, to observe the highest standards of ethics during the procurement and the execution of contracts under such projects, programmes and studies. In pursuance of this policy, OFID requires that Recipients shall include in bidding documents provisions against corrupt practices.

3.2 OFID defines, for the purposes of these provisions, the terms set forth below as follows:

- (a) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and includes, inter alia, bribery and extortion or coercion which involve threats of injury to person, property or reputation; and
- (b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Recipient, and includes collusive practices among bidders or between bidders and Recipient (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels.

3.3 OFID will, following its own investigation and determination in accordance with its procedures:

- (a) reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

- (b) cancel the portion of the financing allocated to a contract for goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Recipient or of a beneficiary of OFID's financing during the procurement or the execution of that contract; and
- (c) declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded an OFID-financed contract if it at any time determines the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, an OFID-financed contract. A firm declared ineligible by OFID in accordance with this sub-paragraph shall be ineligible to be awarded an OFID-financed contract during the period of time determined by OFID.

3.4 OFID reserves the right, where a firm has been found by a national or international entity to have engaged in corrupt or fraudulent practice, to declare that such a firm is ineligible, for a stated period of time, to be awarded an OFID-financed contract.

3.5 OFID will have the right to require that, in contracts financed by OFID, a provision be included requiring suppliers and contractors to permit OFID, or its authorized representative, to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by OFID.

3.6 Any communications between the Bidder and the Purchaser related to matters of alleged fraud or corruption must be made in writing.

4. Interpretation

4.1 If the context so requires, singular means plural and vice versa.

4.2 Incoterms:

- (a) Unless otherwise specified in the SCC, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.
- (b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Origin

- 7.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied.

Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.
- 11. Scope of Supply**
- 11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in the Schedule of Supply.
- 11.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
- 12. Delivery**
- 12.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Supply. The details of shipping and other documents to be furnished by the Supplier are specified in the Schedule of Supply.
- 13. Supplier’s Responsibilities**
- 13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

- 14. Purchaser's Responsibilities**
- 14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner
- 14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 14.1.
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- 16. Terms of Payment**
- 16.1 The Contract Price shall be paid as specified in the SCC.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfilment of all the obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, no later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.
- 16.4 The currency in which payments shall be made to the Supplier under this Contract shall be specified in SCC.
- 17. Taxes and Duties**
- 17.1 Except as otherwise specifically provided in the SCC, the Supplier shall bear and pay all taxes, import duties, and levies imposed on the Supplier, by all municipal, state or national government authorities, both within and outside the Purchaser's Country, in connection with the Goods and Related Services to be supplied under the Contract.
- 17.2 Notwithstanding GCC Sub-Clause 17.1, and unless otherwise specified in the SCC, the Purchaser shall bear and promptly pay all taxes, import duties, and levies imposed by law in the Purchaser's Country on the Goods and Related Services when such Goods and Related Services are supplied from and delivered or completed outside the Purchaser's Country.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any tax savings to the maximum allowable extent.

17.4 For the purpose of the Contract, it is agreed that the Contract Price specified in the Agreement is based on the taxes, duties, levies, and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the Purchaser's Country (called "tax" in this sub-clause). If any tax rates are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier, its Subcontractors, or their employees in connection with performance of the Contract, an equitable adjustment to the Contract Price shall be made to fully take into account any such change by addition to or reduction from the Contract Price, as the case may be.

18. Performance Security

18.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the due performance of the Contract in the amount and currency specified in the SCC.

18.2 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.

18.3 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 forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

18.4 The performance security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Purchaser or Supplier need to share with OFID or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

- (a) The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Supply and, if no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 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. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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.

23.1 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 other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, 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 accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, responsibility for transportation of the Goods shall be in accordance with the Incoterms specified in the Schedule of Supply.

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Schedule of Supply.

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the 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 SCC, or for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period 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.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature.

The expenses are deemed to include attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

- 30. Limitation of Liability**
- 30.1 Except in cases of gross negligence or willful misconduct:
- (a) neither party shall be liable to the other party 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 amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.
- 31. Change in Laws and Regulations**
- 31.1 Unless otherwise specified in the Contract, if after the date of the Invitation to Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 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.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 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.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to 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
- (d) the Related Services to be provided by the Supplier.

33.2 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 in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract 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.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or
 - (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

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

35.3 Termination for Convenience

- (a) The Purchaser, by 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.
- (b) The Goods, that are complete and ready for shipment within twenty-eight (28) 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:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is the Republic of Cabo Verde
GCC 1.1(k)	The Purchaser is the Government of Cabo Verde, represented by the Ministry of Health, under the OFID-funded Project Construction and Equipment for Five Health Centres, through the Director General of the Department of Studies, Planning and Cooperation.
GCC 1.1 (q)	The Site is: the locations of the health centres sites indicated in the delivery list.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms 2000.
GCC 4.2 (b)	The version of Incoterms shall be: Incoterms 2000
GCC 5.1	The language shall be: English
GCC 8.1	<p>For notices, the Purchaser's address shall be:</p> <p>Attention: Ministerio da Saúde Director General of the Gabinete de Estudos Planeamento e Cooperação For the Project: Construction and Equipment for Five Health Centres</p> <p>Postal / Street Address: Palácio do Governo City: Praia-Santiago Country: Cabo Verde Telephone: +238 261 0 1 11/+238 261 09 00 Facsimile number: Electronic mail address: margarida.cardoso@ms.gov.cv</p>
GCC 9.1	The governing law shall be the Law of the Republic of Cabo Verde
GCC 10.2	<p>The formal mechanism for the resolution of disputes shall be:</p> <p><i>(a) for contracts with foreign suppliers:</i> International Commercial Arbitration, in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.</p> <p><i>(b) for contracts with suppliers from within the Purchaser's country:</i> National commercial arbitration or adjudication, in accordance with the laws of the Republic of Cabo Verde.</p>

GCC 11.1	The scope of supply is defined in the Schedule of Supply.
GCC 12.1	<p>Upon shipment, the Supplier shall notify the Purchaser by facsimile or other agreed means of communication, of the full details of the shipment, including contract number, description of goods, quantity and value of goods, vessel/flight/truck number, bill of lading or air/road/rail waybill number, date and port of loading, date of shipment, port of discharge and indicative date of arrival, etc.</p> <p>The Supplier shall timely notify the insurance company of the details of the shipment.</p> <p>The Supplier shall submit to the Purchaser by registered mail or courier the following documents at the time of shipment/delivery:</p> <ul style="list-style-type: none"> (i) One original and two copies of the Supplier's invoices. The invoices shall include the names, catalogue numbers, quantity, unit price, total price of all items included. (ii) As applicable; one full set of original and two copies of negotiable, clean, on board, bill of lading marked "freight and insurance prepaid", or ditto one full set of original and two copies of multi-modal waybill marked "freight and insurance prepaid", or one original and two copies of airway bill, rail consignment note, or road consignment note, consigned to the Consignee. (iii) One original and seven (7) copies of packing list(s) identifying contents of each package in shipment. (iv) One original and seven (7) copies of insurance certificate(s). (v) One original and seven (7) copies of the certificates of origin for each of the goods in shipment. (vi) One original and seven (7) copies of the Supplier's pre-shipment inspection report (as applicable). (vii) Copy of facsimile or notice by other communication means to Purchaser advising on shipment details. <p>The Purchaser will be responsible for the clearance of the goods from customs in Cabo Verde.</p> <p>All itemized documents presented shall identify individual line items by item number and reference number, as indicated in Section V/1 of the Bidding Document. Should the Supplier fail to identify items in this manner, no payment for acceptance of these goods, as described under Clause 16.1(a) and/or (b) of the SCC, will be effected until the goods are identified to the Purchaser's satisfaction, and documentation is submitted properly indicating items numbers as well reference numbers.</p> <p>The Supplier shall ensure that the Purchaser receives the above-listed documents at least two (2) weeks before arrival of the goods at the port or place of destination, and, if not received in time, the Supplier shall be responsible for any consequent cost.</p>

GCC 15.2	<p>Price adjustments are <u>not</u> allowed.</p> <p><u>Calculation of Prices:</u></p> <ol style="list-style-type: none">1. The total price quoted shall be DDU-Delivered Duty Unpaid (Incoterms 2000), because for ICB procurement of goods offered from abroad the price shall exclude taxes and import duties at final destination.2. The price quoted shall include the unit cost (ex-supplier) of each of the goods, as well as the cost of:<ul style="list-style-type: none">• Transportation (international and in-country Cabo Verde, to the indicated final destinations).• Handling, packing, loading, unloading, storage, transit, delivery, unpacking, pre-inspection checking, assembling and installation (if applicable), insurance, and all administrative cost in connection with the supplies.• Documents relating to the supplies, where such documents are required by the Purchaser.• Assembly manuals, operation and maintenance manuals, where necessary accompanied by specific tools (not forming part of the standard assembly and operation/maintenance tool sets).• For those items, for which assembly, installation, testing, and commissioning, as indicated in Section V/Schedule of Supply, form part of the contract, the quoted prices shall include the cost of these activities, as provided for in Section VI/Clause 26.3.
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<p>GCC 16.1 (a)</p> <p>16.2</p> <p>16.4</p>	<p>The terms of payment shall be:</p> <p>Payment for goods and related services shall be made in <i>(currency or currencies (with percentages for each currency) to be inserted by the Purchaser at the time of award of contract)</i>.</p> <p>(i) Advance Payment: <u>fifteen per cent (15%) of the Contract Price</u>, within sixty (60) days from the date of the signing of the Contract, upon submission of:</p> <ul style="list-style-type: none"> • An invoice to that amount; • A bank guarantee (sample format provided in Section IX / Contract Forms) to the amount of fifteen per cent (15%) of the Contract Price, valid until the full amount of this 15% advance payment has been repaid. The bank guarantee will be released within 60 days from the date of full recovery of the advance payment; • A performance guarantee (sample format provided in Section IX / Contract Forms) to the amount of ten per cent (10%) of the Contract Price. The performance security will be released on satisfactory expiry of the warranty period within 28 days from the date of final acceptance of the supplies. <p>(ii) Delivery/Provisional Acceptance: <u>seventy per cent (70%) of the Contract Price</u>, within sixty (60) days from the date of provisional acceptance of the supplies, upon submission of:</p> <ul style="list-style-type: none"> • An invoice to that amount; • Copy of the Purchaser's Provisional Acceptance Certificate • Original copies of the Documents listed under SCC 12.1(a) <p>(iii) Final Acceptance: <u>fifteen per cent (15%) of the Contract Price</u>, within sixty (60) days from the date of final acceptance, following the expiry of the warranty period, upon submission of:</p> <ul style="list-style-type: none"> • An invoice to that amount; • Copy of the Purchaser's Final Acceptance Certificate <p>However, this Final Acceptance payment of 15% of the Contract Price, if the supplier so wishes, may be made at the same time as the Delivery/Provisional Acceptance payment of 70%, if the supplier provides a bank guarantee securing to the Purchaser repayment by the supplier of the full amount of the 15% instalment. This bank guarantee shall be released within 60 days from the date of final acceptance.</p> <p>Partial provisional acceptance is not applicable.</p> <p>For supplies where no warranty period is applicable, the last two (70% and 15%) payments shall be joined. In those cases, payments of both instalments shall be due following provisional acceptance of the supplies concerned.</p>
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GCC 16.4	<p>The currency or currencies for payments shall be the currency or currencies of the bid:</p> <p><i>(currency or currencies (with percentages for each currency) to be inserted by the Purchaser at the time of award of contract)</i></p> <p>In case of the bid price being one currency, but the bidder having requested payment in other currencies and having expressed the requirements in other currencies as a percentage of the bid price, the exchange rates to be used for purposes of payments shall be those used by the bidder in his bid, without any loss or gain to the value of the foreign currency portion(s) of the bid price.</p>
GCC 17.1	The Supplier shall be responsible for all import duties and taxes.
GCC 17.2	The Purchaser shall reimburse the Supplier for all import duties and taxes as provided for in GCC/Clause 17.1 (i)
GCC 18.1	<p>The amount of the Performance Security shall be: 10% of the Contract Price, being:</p> <p><i>(currency and amount to be inserted by the Purchaser at the time of award of contract)</i></p> <p>The currency shall be the currency of the bid.</p>
GCC 18.3	The only type of acceptable Performance Security is a Bank Guarantee.
GCC 18.4	Discharge of Performance Security shall take place after satisfactory expiry of the warranty period within 28 days from the date of final acceptance of the supplies.

<p>GCC 23.2</p>	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p><u>External Packing:</u> The external packing shall consist of (i) sturdy timber cases, with adequate polythene or comparable weatherproofing sheeting inside, or (ii) approved sea-freight containers.</p> <p><u>Internal Packing:</u> All items must be securely packed in robust, heavy-duty cartons or boxes, as may be applicable for the type of transportation foreseen, providing sufficient protection against rough handling and transport over difficult terrain. Double walled heavy-duty cardboard or similar robust material, with adequate polythene or comparable wrapping weatherproofing is required.</p> <p>Items within one lot must be grouped, packed and labelled separately for each destination health facility (as per Delivery and Completion Schedule / Section V - 2).</p> <p><u>Marking:</u></p> <p>The external shipping case pack marking must be clear, legible and read:</p> <p style="text-align: center;">Ministério da Saúde Gabinete de Estudos, Planeamento e Cooperação Caixa Postal 47 Palácio do Governo Praia-Santiago Cabo Verde</p> <p style="text-align: center;">Project: Construction and Equipment for Five Health Centres</p> <p style="text-align: center;">LOT [number and name to be filled by supplier]</p> <p style="text-align: center;">Goods for: <i>(name and location of destination health facility to be inserted by supplier)</i></p> <p style="text-align: center;">CABO VERDE</p> <p style="text-align: center;">Gross Weight: <i>(to be inserted by Supplier)</i> Kg. Package N°: <i>(to be inserted by Supplier)</i></p> <p>All labels, package inserts, instructions, wrappers etc must be in the English language.</p>
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GCC 24.1	<p>The insurance coverage shall be in accordance with <u>Incoterms 2000</u> and be to an amount equivalent to one hundred and ten percent (110%) of the DDU value of the goods, from "warehouse to warehouse" on an all risk basis.</p> <p>The insurance, which shall include comprehensive transportation insurance and, if applicable, marine insurance, is the responsibility of the supplier.</p> <p>In all cases, the supplier is responsible for the security of the goods during storage between delivery and provisional acceptance after satisfactory inspection at the destination health facility.</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be in accordance with <u>Incoterms 2000</u>.</p>
GCC 26.1	<p>The Supplier shall, at his own expense, carry out the pre-shipment inspection, verifying item codes, quantities, and brand new, working order status, and prepare the pre-shipment inspection report in accordance with SCC 12.1(a)/(vi) and 12.1(b)/(vi).</p>
GCC 26.2	<p>Inspections and tests will be conducted at the destination health facilities.</p> <p><u>Acceptance:</u></p> <p>The Purchaser and/or its Representative shall be responsible for the acceptance of the supplies. The provisional acceptance certificate for goods supplied (or rejection notice in case of defects, non-compliance or omissions), which shall be based on verification of specifications, numbers, and delivery status, shall be issued not later than 28 days from the date of delivery of the goods to the destination address. The final acceptance certificate for the goods shall be issued within 28 days from the date of satisfactory completion of the warranty period.</p> <p>For complex goods, the provisional acceptance certificate (or rejection notice, as may be applicable), which shall be based on tested performance of installed equipment, which tests shall take place not later than 60 days from the date of delivery of the goods at the destination address, shall be issued not later than 28 days from the date of satisfactory commissioning after installation, testing and, if applicable, user-training of these goods at the destination health facility. The final acceptance certificate for these goods shall be issued within 28 days from the date of satisfactory completion of the warranty period.</p> <p>Prior notice of arrival of any goods at the destination address is to be advised by facsimile to the Purchaser or its Representative at least 14 days before the approximate date of arrival of the goods.</p>
GCC 27.1	<p>The liquidated damage shall be at the rate of one half percent (0.5%) of the value of the undelivered supplies and/or related services for every week or part thereof, to a maximum amount of 10% of the Contract Price.</p>

GCC 28.1	No other goods than new, unused, of most recent or current model(s), incorporating all recent improvements in design, material and operation, shall be accepted.
GCC 28.3	<p>The period of validity of the warranty shall be twelve (12) months from the date of acceptance of the goods. The Supplier shall, in addition, comply with the performance and/or consumption guarantees, if separately specified under this contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:</p> <p>(a) Make such changes, modifications, and/or additions to the goods or any part thereof as may be necessary in order to attain the contractual guarantees specified at its own expense and to carry out further performance tests to prove compliance with the guarantees.</p> <p>(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be one half per cent (0.5%) per week.</p> <p>For complex medical equipment, which requires regular after-sales service, the supplier shall provide for an adequate, economically and technically viable after-sales service for at least a period of three (3) years after completion of the warranty period. To that end, an explanatory note shall indicate the after-sales service modality and cost, which forms an integral part of the Contract. The explanatory note shall indicate the name of the local representative, its statutory details, the location of its establishment, its financial status, the list of relevant stock available at any time, the qualification of the service personnel, and the organization of the after-sales service.</p>
GCC 28.5	The period for corrections of defects during the warranty period is 28 days from receipt of notification of defect, issued by the Purchaser.
GCC 30.1	The amount of aggregate liability shall be 20% of the Contract Price.

Section VIII. Contract Forms

Table of Forms

Agreement 105

Performance Security 106

Advance Payment Security 107

Agreement

THIS AGREEMENT made the _____ day of _____, _____, between the **Ministry of Health of Cabo Verde**, for the OFID-funded Project: Construction and Equipment of Five Health Centres, represented by the Director General of the Department of Studies, Planning and Cooperation

(hereinafter called “the Purchaser”), of the one part, and

_____ of _____

(hereinafter called “the Supplier”), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and Related Services, viz.

Medical Equipment, Medical Furniture, and Office Equipment, Furniture and Tools, X-Ray Equipment

LOT [name and number to be filled at the time of award of contract]

and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of _____

(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 Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) General Conditions of Contract;
 - (b) Special Conditions of Contract;
 - (c) Schedule of Supply;
 - (e) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
 - (f) Purchaser’s Notification to the Supplier of award of Contract; and
3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by _____ (for the Purchaser)

Signed by _____ (for the Supplier)

Performance Security

Date: *(to be inserted by bidder)*
 ICB No.: **3/GEPC/2010**
 Invitation for Bid No.: N°3/GEPC/2010
 Lot no: *(to be inserted by bidder, one separate bid submission sheet for each Lot)*

To: The Ministry of Health
 c/o Director General of Gabinete de Estdos planeamento e cooperação
 Project: Construction and Equipment for Five Health Centres
 CP 47
 Praia- Santiago
Cabo Verde

WHEREAS _____ (hereinafter “the Supplier”) has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply, under the procurement of Medical Equipment, Medical Furniture, Office Equipment, Furniture and Tools, X-Ray Equipment

LOT [name and number to be filled at the time of award of contract] (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a performance security in the form of a bank guarantee, issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned _____, legally domiciled in _____, (hereinafter “the Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of

_____ and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____, _____.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of _____, _____.

Advance Payment Security

Date: (to be inserted by bidder)

ICB No.: 3/GEPC/2010

Invitation for Bid No.: N°3/GEPC/2010

Lot no: (to be inserted by bidder, one

seperate bid submission sheet for each Lot)

To: The Ministério da Saúde
c/o Director General of Gabinete de Estudos Planeamento e Coorção
Project: Construction and Equipment for Five Health Centres
CP 47
Praia - Santiago
Cabo Verde

In accordance with the payment provision included in the Supply Contract for

LOT [name and number to be filled at the time of award of contract]

in relation to advance payments,

_____ (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of a bank guarantee to the amount of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor 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 _____.

This security shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until _____, _____.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of _____

Dated on _____ day of _____, _____.