

Crown Agents' Reference: RL1H 2144/001

Date: 18th August 2016

Dear Sirs

**BID CLOSING DATE
19th September 2016
1PM
AT
CROWN AGENTS
Sutton, UK**

**BRITISH TECHNICAL CO-OPERATION ASSISTANCE
INVITATION TO BID ("ITB") FOR FRAMEWORK AGREEMENT FOR PRAZIQUANTEL**

Crown Agents Limited ("Crown Agents") acting as agents for and on behalf of their Principal, the Secretary of State for International Development of the U.K. Government (DFID), invite you to submit a bid for a Framework Agreement for the supply of Goods as specified in the attached Appendices.

The Framework Agreement will be for a period of 28 months and the Goods are for use in Liberia, Malawi, Tanzania, Zambia, Niger, Uganda and any other countries as may be required by Schistosomiasis Control Initiative ("the End-User").

It is intended that Goods will be ordered via Call-off Contracts under the Framework Agreements as and when consignment requirements are finalised by the End-User. Following award of Framework Agreements, the successful bidders will be invited to quote under mini competitions for packing and transportation of nominated consignment items to each country or to our nominated freight forwarder, as and when specific requirement lists are made available by the Principal.

Framework Agreements will be subject to an annual performance review.

Bid Submission

Bidders should read these instructions carefully before completing the bid documentation. The bid must include each of the following documents identified below, fully completed by the bidder together with any supporting literature required by the relevant document. The documents marked (Appendix) are provided as appendices to this document. The remaining documents are available from the Supplier Downloads – DFID TC Procurement pages on our website <http://www.crownagents.com/supplier-downloads> and it is the bidder's responsibility to ensure that copies of these documents are downloaded for inclusion in the bid.

Failure to comply with any of the instructions concerning completion and submission of its bid may render (at Crown Agents absolute discretion) the bid non-compliant and the bid may be excluded from this competitive bidding exercise.

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- **Schedule of Goods** (from Appendix)
- **Bid Specification and Statement of Compliance** (from Appendix)
- **Form of Bid** (from Appendix)
- **Pre-Qualification Questionnaire (including any documents required to be submitted as part of this)** (from Appendix)
- **Copy of WHO Certificate of a Pharmaceutical Product**
- **Copy of GMP Certificate**
- **Special Conditions of Contract for the Supply of Chemicals and Medicines (download)**

The form of Framework Agreement and Call Off Contract as attached at Appendices F and G to this ITB identify the documents that shall be incorporated within any resulting Framework Agreement and Call Off Contract and are available from the Supplier Downloads – DFID TC Procurement pages on our website <http://www.crownagents.com/supplier-downloads>. These documents will include but not be limited to the **General Conditions of Contract for the Purchase of Goods (2013)** (“the Contract Conditions”) in addition to the Special Conditions of Contract (“the Special Contract Conditions”) as attached at Appendix H. In the event of any conflict between the Contract Conditions and the Special Contract Conditions, the latter shall prevail.

The **Pre-Qualification Questionnaire** attached at Appendix E is required to establish the bidder’s capability to perform any subsequent Contract related to this ITB. Complete all sections and attach copies of your previous two years audited annual report and accounts. Failure to provide such information may result in the bid not being considered further.

It is the bidder’s responsibility to ensure that the bid and any resulting award of Framework Agreement or Call Off Contract comply with the **Special Conditions of Contract for the Supply of Chemicals and Medicines** as available as a download. If the bid does not comply with any of these Special Conditions such details must be clearly stated within the bid.

Bids must comply with the following conditions:

The bid as well as all correspondence and documents relating to the bid, between the bidder and Crown Agents, shall be in the English language. Supporting documents and printed literature provided by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for the purposes of interpretation of the bid, the translation shall govern.

All bids including annexes and all supporting documents must be submitted either in hard copy or by e-mail.

Electronic Submissions

If you wish to submit your bid by e-mail, please send all documents required by the ITB in a non-editable format to the SCS tender box sctenderbox@crowngents.co.uk by the Bid Closing Date and Time. Failure to submit a bid in a non-editable format may (at Crown Agents absolute discretion) result in the rejection of your bid.

The electronic message subject header must contain the reference RL1H 2144/001 and “Not to be opened before the bid closing date 19th September 2016 at 1pm (UK time)”.

It is the responsibility of the bidder to ensure that the correct reference and closing date are included on the electronic message header of all messages pertaining to the bid. The bidder is responsible for ensuring that for any bid delivered in separate files, that the files are numbered sequentially and contain the above details. Attachments should be limited to 5MB, but it is permissible to send more than one email each with separate attachments, with each email numbered sequentially.

Hardcopy Submissions

If you wish to send your bid in hard copy it must be received by Crown Agents at the following address: St Nicholas House, St Nicholas Road, Sutton, Surrey, SM1 1EL, UK.

The bid must be in a sealed envelope and the envelopes and packages must contain the reference for this ITB RL1H 2144/001 and state "Not to be opened before the bid closing date 19th September 2016 at 1pm (UK time)".

Envelopes and packages must not bear any external reference to the bidder.

Bidders must submit two copies of the bid: one original, marked "original" and 1. copy(ies) signed in the same way as the original and marked "copy".

Where practical and economical, enclose copies of any supporting literature, manufacturer's specifications, drawings etc. with the bid documents. If it is not practical or economical ensure one set is enclosed with the main bid documents and send the balance of copies separately. Mark the package with Crown Agents' reference shown at the head of this letter.

Deadline for bid submissions

All bids, whether submitted electronically or in hard copy, including annexes and all supporting documents, must be received by 19th September 2016 at 1PM UK time. Any bid not sent to the correct address and/or received late will be rejected and returned unopened to the bidder.

If a bid is sent by e-mail the bid will be deemed to have been received at the time that it is received by Crown Agents. The burden of proving receipt of the e-mail will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder's computer.

All incoming emails to Crown Agents are virus scanned prior to acceptance into the destination mail box. Any email found to contain a virus will therefore not reach the destination mail box meaning that the bid has not been received by Crown Agents.

Bidders are advised that the destination mail box is automated to send bidders a dated and timed acknowledgement of receipt and delivery of their message to the electronic tender box. Should a bidder not receive such a dated and timed acknowledgement, they should assume that their bid has not been safely received and it is the responsibility of the bidder to send the bid by alternative means.

If a bid is sent by hardcopy it shall be sent by commercial courier and will be deemed to have been received by Crown Agents on the date and at the time of signature of the receipt of the bid at Crown Agents.

If deemed receipt of an e-mail or commercial courier is not within business hours (meaning 9.00 am to 5.30 pm UK time Monday to Friday on a day that is not a public holiday in the UK), the notice or other communication is deemed to have been received when business next starts in the UK.

Crown Agents does not accept responsibility for the premature opening or mishandling of Bids that are not submitted in accordance with these instructions.

Any additional costs incurred by Crown Agents, their Principal or the End-User which result from any inaccuracies or any declarations in respect of the Goods or the bidder's failure to conform with the requirements of a resulting Call Off Contract will be charged to the bidder.

Indicative Competition Timetable:

Milestone	Date
Final date for receipt of clarification questions	12 th September 2016
ITB closing date and time	19 th September 2016
Evaluation Period	3 weeks
Provision selection of preferred bidder – standstill period commences	10th October 2016
Standstill Period ends	Midnight on 21 st October 2016
Award of Framework Agreements	22 nd October 2016

Bidders must note that the indicative competition timetable provided above may change if Crown Agents deems it necessary. Bidders will be notified in the event of any changes to the timetable.

ITB acknowledgement and intention to submit a bid

Upon receipt of this ITB, bidders are requested to send an acknowledgement in writing to Amanda Parker, Amanda.parker@crownagents.co.uk Crown Agents confirming receipt.

Bidders are requested to notify the undersigned in writing of their intention to submit a bid no later than 8th September 2016. Where applicable, such notification should state the reason(s) for the bidder declining this opportunity to submit a bid.

It is not permissible to transfer this Invitation to Bid to another natural or legal person.

Any questions which you may have in relation to this Invitation to Bid must be raised in accordance with the instructions contained in the Clarification of Bidding Documents paragraph of the Instructions to Bidders.

Yours faithfully

Amanda Parker
Supply Chain Specialist
T: +44 (0) 20 8710 6134
| Amanda.parker@crownagents.co.uk

**BRITISH TECHNICAL CO-OPERATION ASSISTANCE
INSTRUCTIONS TO BIDDERS FOR**

The mission of the Department for International Development (“DFID”) of the UK Government is to help eradicate poverty in the world’s poorest countries and this is underpinned by the following set of values:

- **Ambition and determination to eliminate poverty**
- **Ability to work effectively with others**
- **Desire to listen, learn and be creative**
- **Diversity and the need to balance work and private life**
- **Professionalism and knowledge**

DFID wishes to work with suppliers who embrace the above values, and also demonstrate Corporate Social Responsibility (CSR) by taking account of economic, social and environmental factors. These practices, whether operated locally, regionally or internationally, should also comply with International Labour Organisation (ILO) core standards on labour and social matters.

DFID endorses UK Government policy on sustainable development produced by the Department for Environment, Food, and Rural Affairs which can be found at ([Encouraging businesses to manage their impact on the environment -Policies - Inside Government - GOV.UK](#))

DFID principles and approaches are covered in more detail in the ‘Our procurement policies and initiatives’ section on the DFID website ([Procurement at DFID - Inside Government - GOV.UK](#))

Funding: It is intended that funding will be made available by the Principal. In preparing your bid you should take into account that funding by the Principal carries a low risk of non or late payment.

Value for Money: You should also note that a primary requisite of the U.K. Government in relation to the disbursement of International Aid Funds is that maximum value for money is obtained. Whenever possible offers are sought on a competitive basis and all bids will be subject to detailed scrutiny to ensure value for money is obtained.

Unless otherwise stated, all bid prices shall be ceiling prices and those prices submitted at mini competition stage shall not be subject to variation due to alteration in quantities, wage rates, prices of materials, exchange rates or other factors during the course of any resulting award of Call Off Contract.

Variant Bids: Variant bids are not acceptable and only one bid may be submitted by each bidder. Any alternative bids submitted will be rejected. For the avoidance of doubt, it is permissible to submit an alternative element within the Bid Specification but only where such alternatives are called for in the specification and on the basis that the alternative does not materially change the requirements of the specification. Crown Agents reserves the right to determine at its absolute discretion whether any such alternative does materially change the requirements of the bid specification. **It is the responsibility of the bidder to comply with the instructions contained at the foot of the Bid Specification and**

Statement of Compliance. If, in Crown Agents' opinion, any such instructions have not been adhered to then Crown Agents reserve the right at its absolute discretion to reject the bid.

Non-Exclusivity: The bidder acknowledges that in entering into a Framework Agreement-, no form of exclusivity or volume guarantee will be granted by Crown Agents, their Principal or the End-User(s) for Goods from the Supplier and that Crown Agents are at all times entitled to enter into contracts and agreements with other suppliers for the provision of any Goods.

Quantities: The quantities of the Goods have not yet been finalised. In the event of an award, successful bidders will receive a Framework Agreement based on a **28 month** supply of the Goods. The bidder is requested to quote unit prices on an ex-works basis. These prices must be ceiling prices, and the bidder should also advise, any volume discounts, and/or quantity restrictions, that might apply. A competitive bid for packing and delivery charges for each consignment quantity will be requested once these are finalised after the award of Framework Agreements and at the time of the mini competition.

Deliveries will be required as and when advised by the Principal or the End-User and exact quantities for that period will be confirmed within the mini competition resulting in a Call-Off Contract. Please note however that the End-User and Crown Agents reserve the right to adjust the quantities of each item, up or down, at the time of placing Call-Off Contracts. Whilst every effort will be made to contract for the full quantities indicated in the Framework Agreement, this cannot be guaranteed.

Mandatory Standstill Period: In accordance with the Public Contracts Regulations 2015 (as amended) ("the Regulations"), the provisions of the Mandatory Standstill Period will apply to any resulting award of Framework Agreement. A minimum ten (10) calendar days standstill period between communicating the award decision to all bidders and the date of execution of the Framework Agreement will apply. The minimum ten (10) day standstill period may also apply to the award of Call Off Contract following a mini competition.

Clarification of Bidding Documents: Any request for clarification of this ITB must be submitted to Amanda Parker (as named above) in writing no later than 12th September 2016. Failure to do so will mean that Crown Agents is unable to respond to the clarification request. This will ensure that Crown Agents is able to supply any clarification to bidders in sufficient time for such to be taken account by bidders in the formulation of their bid. Crown Agents will provide written responses to the clarification requests received prior to the deadline but will not respond to clarification requests raised after the deadline. Where Crown Agents identifies any requirements for new or additional information to be provided, it will ensure that such requirements are notified to bidders as soon as reasonably practicable. Crown Agents will ensure that bidders are afforded non-discriminatory and equal treatment. Crown Agents may, at its sole and absolute discretion extend the deadline for submission of bids to provide bidders with sufficient time for any clarification response to be taken into account in their bid.

Any clarification raised by bidders will be handled as follows: a) If a bidder considers any response to its questions or requests for clarification would reveal, information of a confidential or commercially sensitive nature relating to its business, or in the case of a consortium, the business of any of the consortium members, it should state this clearly and provide reasons.

b) If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a bidder but Crown Agents does not agree, it will offer the bidder the opportunity to

withdraw the query or request for clarification. If the query or request is not withdrawn it will be answered accordingly and details provided to all bidders.

Requests for clarification and responses may be sent by e-mail to Amanda Parker and will be deemed to have been received at the time that it has been received by Crown Agents. The burden of proving receipt of an email will be on the bidder and will not be met solely by a read receipt or sent items report generated by the bidder's computer. If deemed receipt is not within business hours (meaning 9.00 am to 5.30pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice or other communication is deemed to have been received when business next starts in the place of receipt. All times are to be read as local in the place of receipt.

Amendment of Bidding Documents: At any time prior to the deadline for submission of bids, Crown Agents, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may (at its absolute discretion) modify the bidding documents by amendment in any way.

All prospective bidders will be notified of the amendment in writing, and the amendment will be binding on them.

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

Modification and Withdrawal of Bids: A bidder may modify or withdraw its bid after the bid's submission, provided that (1) written notice of the modification, including substitution or withdrawal of the bids, is received by Crown Agents prior to the required deadline or submission of bids and (2) the modified bid is received by Crown Agents in compliance with the bid submission requirements detailed in the Cover Letter prior to the deadline for submission of bids.

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

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Form of Bid.

Currency: It is requested that prices should be quoted in **Pounds Sterling (GBP)**. However, if it is your practice to quote in a freely convertible currency other than GBP please ensure that the currency is clearly stated. Crown Agents reserves the right (at its absolute discretion) to reject any bid where it considers that the currency is not freely convertible.

Any resultant Framework Agreement or Call Off Contract will be placed in the currency of the bid. **The bidder shall not be permitted to amend the currency of the bid once the bid has been submitted.**

Where applicable, to facilitate evaluation and comparison, all bid prices will be converted to GBP, at the mid closing rate of exchange established for similar transactions as quoted by the OANDA website as prevailing on the bid closing date.

Liquidated Damages: The bidder's attention is drawn to Clause 15 of the Contract Conditions.

Guarantee: The bidder’s attention is drawn to the provisions of Clause 6 of the Contract Conditions. If the bid includes a Guarantee which is different to that contained within Clause 6 of the Contract Conditions the details must be clearly stated in the bid.

Request for Third Party Payment: If the bidder would require payment to be made to a third party, any such request for payment to a third party must be clearly stated in the bid together with the reasons for the request. The bidder’s attention is drawn to the provisions of Clauses 20.6 of the Contract Conditions.

Evaluation: The evaluation process for this competitive bidding exercise will be conducted to ensure that bidders are evaluated to ascertain the most economically advantageous bid.

The evaluation process will comprise the stages detailed below:

STAGE 1 – PRE-QUALIFICATION EVALUATION

Submission of Documentation	Bid responses will be checked to confirm complete and satisfactory submission of documentation in the Pre-Qualification Questionnaire and compliance with the declared requirements including:	Pass/Fail
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Satisfactory evidence of Contract examples for Track Record	Pass/Fail
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Evidence of WHO Prequalification or ERP approval or submission/application to WHO for prequalification or ERP approval.	Pass/Fail
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Authorised Distributors must provide evidence of their authorisation from the manufacturer	Pass/Fail
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PQQ Part B Grounds for Mandatory Rejection	Bid responses will be checked for any grounds for mandatory rejection as listed in Part B.	Pass/Fail
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PQQ Part C Grounds for Discretionary Rejection	Bid responses will be checked for any grounds for discretionary rejection as listed in Part C.	Pass/Fail
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STAGE 2 – PRELIMINARY EVALUATION

Bid Submission Requirements	Bid responses will be subject to preliminary evaluation to ensure that they are fully compliant with the bid submission requirements as detailed in the Cover Letter and Instructions to Bidders of this ITB.	Pass/Fail
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Crown Agents may (at its absolute discretion) reject any bid response which it considers is non-compliant with the submission requirements.

STAGE 3 – TECHNICAL EVALUATION:

Those bid responses that have not been rejected at Stages 1 and 2 above will be subject to technical evaluation for compliance with the Schedule of Goods (Appendix B) and the Bid Specification and Statement of Compliance (Appendix C) and bids will be marked in accordance with the following scoring.

Award Criteria:	Evaluation Methodology	Score
Technical Compliance	Bidders are advised that at mini competition stage, any mandatory requirements will be identified and permissible minor deviations will only be applicable to those elements of the Bid Specification where minor deviations are permitted. Compliance in meeting the technical requirements of the Schedule of Goods and the Bid Specification and Statement of Compliance as detailed in Appendices C and D.	Pass/Fail

STAGE 4 – COMMERCIAL EVALUATION

Award Criteria:	Evaluation Methodology	Score
Compliance with Contract Conditions	To check that the bidder accepts the Contract, Conditions of Contract, Special Conditions of Contract and such other provisions as detailed in the ITB, as evidenced in the Form of Bid at Appendix E.	Pass/Fail
Delivery	The delivery period is indicative only and not applicable to this Framework ITB but will be applicable to the mini competition	
Price	The price to be evaluated will be the Total Bid Unit Price for the Goods as stated in Appendix E, Form of Bid (“the Total Bid Price”) Price shall be evaluated using the formula as detailed below.	100% 100%
Maximum Commercial Score		

Stage Three – Commercial Evaluation

Evaluation of Delivery:

Bidders are advised that each mini competition will include an award criteria for Delivery as detailed above and the score may vary according to the urgency of the requirement. In each mini competition delivery shall be evaluated using the following formula:

Evaluation of Delivery: The delivery period to be evaluated will be the delivery as stated in the mini-competition from receipt of an award of Call Off Contract as stated in the Form of Bid (“the Delivery Period”)

Crown Agents will evaluate the Delivery Period in weeks using the following formula:

Shortest Delivery Period in a compliant bid X [x] = Delivery Score (“Delivery Score”)
Delivery Period submitted by bidder

Evaluation of Price:

Bidders are advised that each mini competition will include an award criteria for Price as detailed above and that score may vary. In each mini competition Price shall be evaluated using the following formula:

The price to be evaluated will be the total bid price for the Goods as stated in the as stated in the Form of Bid in any mini-competition (“the Total Bid Price”).

Crown Agents will evaluate the “Total Bid Price” using the following formula:

Lowest Total Bid Price in a compliant bid X [x] = Price Score (“Price Score”)
Total Bid Price submitted by bidder

Bidders will not be permitted to correct or withdraw material deviations or reservations once bids have been opened, the exception being arithmetical errors identified by Crown Agents during evaluation and following clarification, such arithmetical errors which must be adjusted at line item level based on the offered unit price. The total bid price will be amended accordingly for the purposes of the evaluation.

In any mini-competition the Technical Compliance Score, Delivery Score and the Price Score shall be added together to calculate the bid’s total score (“Total Score”) and where applicable the Total Score will be rounded up to 2 decimal points. The bid which achieves the highest (rounded up) Total Score will be deemed to be the preferred bid. In the event that the Total Score achieved by one or more bids is the same, the bidder with the lowest [Total Bid Price/Delivery Period – to be confirmed in any mini-competitions] will be deemed to be the preferred bid.

Following evaluation of the compliant bids and approval from the Principal, Crown Agents intends to enter into a Framework Agreement with multiple suppliers.

Clarification of bids: During evaluation of the bids, Crown Agents may, at its sole and absolute discretion, ask the bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITB. The request for clarification and the response shall be in writing.

No bidder shall contact Crown Agents, their Principal or the End-User on any matter relating to its bid, from the time of issue of the ITB, up to the time of the announcement of the preferred bidder(s), unless instructed to do so by Crown Agents and/or for reasons as stipulated in the ITB. If the bidder wishes to

bring additional information to the notice of Crown Agents, it should do so in accordance with the Clarification of Bidding Documents paragraph of these Instructions to Bidders.

Without prejudice to any other remedies (whether civil or criminal) any effort by a bidder to influence Crown Agents, their Principal or the End-User in its decisions on bid evaluation, bid comparison, or Framework Agreement or Call Off Contract award will result in the rejection of the bid.

Mini-Competitions: Where not all the terms are laid down in the Framework Agreement, a Call Off Contract may be awarded using a mini-competition. This will involve inviting sealed bids from those Suppliers awarded a Framework Agreement who are capable of performing the proposed Call Off Contract. The mini-competition will specify if the evaluation criteria vary from those stated in this ITB.

In accordance with the requirements as set out in Section 2.3.2 a) and 2.3.2 b) of the Pre-Qualification Questionnaire (PQQ), bidders are advised that those successful in being awarded a Framework Agreement must provide evidence of the supply of Praziquantel to current recommendations by WHO/ ERP with either full pre-qualification – or ERP Level 3 or above approval at mini competition stage.

Confidentiality:

Subject to this Confidentiality paragraph, the contents of this ITB are being made available by Crown Agents on condition that the bidder:

- treats the information in the ITB and any related documents (“Information”) as confidential, save in so far as they are already in the public domain;
- does not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen, except where, and to the extent that, the Information has been publicised in accordance with paragraph the Freedom of Information paragraph below;
- does not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a bid; and
- does not undertake any publicity activity within any section of the media.

Bidders may disclose, distribute or pass any of the Information to the bidder’s advisers, sub-contractors or to another person provided that:

the disclosure is for the sole purpose of enabling a bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the bidder; or the bidder obtains the prior written consent of Crown Agents in relation to such disclosure, distribution or passing of Information; or the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to this competitive bidding exercise or to any contract arising from it; or the bidder is legally required to make such a disclosure.

In this Confidentiality paragraph, the definition of ‘person’ includes but is not limited to any person, firm, body or association, corporate or incorporate.

Following receipt of bids within the stipulated return by date, information relating to the intended award of Contract shall be disclosed at the commencement of the standstill period to the extent permitted by law. By participating in this competitive bidding exercise, the bidder understands and agrees and shall obtain agreement from all sub-contractors who participate in their bid that Crown

Agents is permitted to disclose all information submitted to them as part of the bid to the Principal and the End-User.

Freedom of Information: As Crown Agents are acting as agent for and on behalf of the Principal for the purpose of this ITB, information relating to any bidder and their response to this ITB may be accessible under the Freedom of Information Act 2000 as amended (“FOIA”) or the Environmental Information Regulations 2004 (“EIR”). The Principal is under a legal obligation to disclose such information if requested, unless an exemption applies. The Principal and Crown Agents may also be obliged to make disclosures under other legislation or applicable codes of practice or otherwise required by law, including by order of a court of competent jurisdiction. Therefore, bidders should note that the information disclosed in response to such requests may include, but is not limited to, the disclosure of its bid (including any attachments or embedded documents) and/or score or details of the evaluation of the bid.

Any bidder must identify to Crown Agents information which it submits, whether on its own behalf or on behalf of others, which it regards as being potentially exempt from disclosure under the FOIA or EIR. Such identification may be either specific or by class. The bidder must state the grounds that it believes exist for exempting the information from disclosure, together with a detailed reasoning for each ground. The bidder should also indicate whether it considers that the potential exemption would continue after it has submitted its response and if so, the duration that it believes the exemption would apply for.

Bidders should note that as a general principle Crown Agents will seek to prevent, or restrict the scope of, confidentiality obligations sought to be imposed upon it other than in accordance with the Public Contracts Regulations (2015). As such the Principal and/or Crown Agents reserve the right not to accept to treat as confidential, any information marked as confidential or sensitive, or to require further explanation of the reasons why the bidder considers confidentiality obligations to be appropriate in a particular case. For the avoidance of doubt, even where a bidder has indicated that information should be exempted, the Principal and/or Crown Agents may disclose this information following its own consideration of the situation. The Principal and/or Crown Agents may, in their absolute discretion, consult with the bidder before making a decision on a request for information. For the purposes of this ITB, the decision of the Principal in relation to any exemption shall be final.

Signing of Framework Agreement: At the same time as Crown Agents notifies the successful bidder that its bid has been accepted, Crown Agents shall endeavour to send the bidder the Framework Agreement.

As soon as practically possible, but no more than five working (5) days following receipt of the form of Framework Agreement the successful bidder shall sign and date the Form of Framework Agreement and return it to Crown Agents.

Disclaimers

The Contract is governed by and construed in accordance with the laws of England.

All material issued in connection with this ITB shall remain the property of Crown Agents and shall be used only for the purpose of this competitive bidding exercise.

Crown Agents shall not be committed to any course of action as a result of:

- issuing an ITB;
- communicating with a bidder or a bidder's representatives or agents in respect of this procurement; or
- any other communication between Crown Agents and any other party.

Bidders shall accept and acknowledge that by issuing this ITB Crown Agents' shall not be bound to accept any bid and reserves the right not to award the Contract for some or all of the Goods for which bids are invited.

No information contained in this ITB, or in any communication made between Crown Agents and any bidder in connection with this ITB, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered as a result of this competitive bidding exercise. Crown Agents reserves the right, subject to the appropriate procurement rules, to change without notice the basis of, or the procedures for, the competitive tendering exercise or to terminate the competitive bidding exercise at any time.

Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bid and all other stages of the selection and evaluation process. Under no circumstances will Crown Agents, the Principal, or any of their advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this competitive bidding exercise.

Crown Agents reserves the right to reject bids which are not submitted in accordance with the instructions given including but not limited to where a bidder:

- submits its bid after the deadline for bid submissions (see the Deadline for Bid Submission paragraph of the Cover Letter);
- provides a bid that is incomplete, fails to provide any of the required information (including but not limited to any financial information requested in any of the appendices of this ITB) or not in the specified format (including but not limited to providing all the required responses in the Bid Specification and Statement of Compliance or prices and associated information requested in the Schedule of Goods);
- makes or assumes any amendments or qualifications to this ITB and/or any of its supporting documents (including but not limited to amending or qualifying the Form of Bid or Bid Specification and Statement of Compliance); or
- fails to comply fully with the requirements of the award process set out in this ITB or is guilty of a serious misrepresentation in supplying any information required in this ITB or in its PQQ response.

Crown Agents reserves the right to change without notice the procedure for awarding the Framework Agreement, to reject any or all bids, to stop the competitive tendering exercise and not award the Framework Agreement (in whole or in part) at any time without any liability on its part. Nothing in this competitive bidding exercise is intended to form any express or implied contractual relationship between the parties unless and until the Framework Agreement is executed by both parties. Crown Agents nor the Principal are not liable for any costs resulting from cancellation of this competitive bidding exercise nor any costs incurred by bidders taking part in it.

Where there is any indication that a conflict of interest exists or may arise then it shall be the responsibility of the bidder to inform Crown Agents detailing the conflict in writing. Crown Agents will

be a final arbiter on cases of potential conflicts of interest. A failure to notify Crown Agents of any potential conflict of interest will invalidate any verbal or written agreement.

Bidders are deemed to understand fully the processes that Crown Agents, as agents for the Principal, is required to follow under relevant European and UK legislation, particularly in relation to the Regulations.

Crown Agents reserves the right to disqualify any bidder whose circumstances change to the extent that the bidder ceases to meet the qualification criteria set out in its PQQ response or who makes material changes to any aspect of its response to any matter raised during the competitive bidding exercise. Where a bidder becomes aware during this process of a change in circumstances or information supplied, it should notify Crown Agents of this immediately.

This ITB is made available in good faith. Neither Crown Agents, the Principal nor their advisers, directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITB; or
- accepts any responsibility for the information contained in the ITB or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication;

and are therefore expressly disclaimed by Crown Agents, the Principal and their advisers, directors, officers, members, partners, employees, other staff or agents.

Any persons considering making a decision to enter into contractual relationships with Crown Agents following receipt of the ITB should make their own investigations and their own independent assessment of Crown Agents and its requirements for the Goods and should seek their own professional financial and legal advice.

Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of bids.

Crown Agents shall be under no obligation to accept the lowest or any bid.

Bidders must be explicit and comprehensive in their responses to this ITB as this will be the single source of information on which responses will be scored save for any further information or advice sought by Crown Agents in accordance with the Clarification of Bids paragraph above. Bidders are advised neither to make any assumptions about their past or current supplier relationships with Crown Agents nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

The ITB is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a bidder to submit a bid or enter into the Contract or any other contractual agreement.

Crown Agents relies on a bidder's own analysis and review of information provided. Consequently, bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their bids and to undertake any investigations they consider necessary in order to verify any information provided to them during the competitive bidding exercise.

Participation in the bidding process shall be treated by Crown Agents as acceptance by the bidder of all the terms and conditions contained in this ITB (or any other statement that may be issued by Crown Agents to bidders from time to time) relating to the conduct of this competitive bidding exercise (including any subsequent award of a framework agreement).

Collusive Behaviour

A bidder must not (and shall ensure that its directors, employees, subcontractors, consortium members, advisers or companies within its group do not):

- fix or adjust any element of the bid by agreement or arrangement with any other person; or
- communicate with any person other than Crown Agents the value, price or rates set out in the bid or information which would enable the precise or approximate value, price or rates to be calculated by any other person; or
- enter into any agreement or arrangement with any other person that such other person shall refrain from submitting a bid; or
- share, permit or disclose to another person, access to any information relating to the bid (or another bid to which it is party) with any other person; or
- enter into any agreement or arrangement with any other person as to the amount of any bid submitted; or
- offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done, in relation to any other bid or proposed bid, any act or omission

except where such prohibited acts are undertaken with persons who are also participants in the bidder's bid, such as subcontractors, consortium members, advisers or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the bid or obtain any necessary security.

If a bidder breaches this Collusive Behaviour paragraph, Crown Agents will (without prejudice to any other criminal or civil remedies available to it) disqualify it from further participation in the competitive tendering exercise.

Crown Agents will require the bidder to put in place any procedures or undertake any such action(s) that Crown Agents in its sole and absolute discretion considers necessary to prevent or curtail any collusive behaviour.

In this Collusive Behaviour section the word "person" includes any person, body or association, corporate or incorporate and the phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

Bid Validity

Your bid should remain open for acceptance for a period of 90 days from date of the bid closing date. A bid valid for a shorter period will be rejected.

SCHEDULE OF GOODS

Crown Agent's Reference: RL1H 2144/001

Bidder's Reference:

Currency:

Enter on the Schedule of Goods against each item, the price, primary trade packed. Insert the total price at the foot of the schedule. Where the bid prices are contingent upon all items being ordered together, then this must be clearly stated.

Item No.	Item Description	Unit of Measure	QTY	Unit Price	Extended Price
1	Praziquantel 600mg Tablet	Pack of 500	1		

Total Price Primary Trade Packed _____

BID SPECIFICATION AND STATEMENT OF COMPLIANCE

Crown Agents' Reference: RL1H 2144/001

Bidder's Reference:

Complete the Statement of Compliance relating to the Bid Specification. To facilitate evaluation, where your bid does not comply, indicate the differences clearly, including the reason for your alternative costed bid.

ITEM No.	DETAILED SPECIFICATION	STATEMENT of COMPLIANCE
1	COMPOSITION	i.e. Comply/Non Comply
1.1	Praziquantel 600mg tablets USP Tablets to be scored once to provide an accurate 50/50 split.	
2	PRESENTATION	
2.1	500 tablets per bottle/ package	
3	QUALITY STANDARD/ INTERNATIONAL CERTIFICATION	
3.1	Good Manufacturing Practice (GMP): The Goods to be supplied must be manufactured in accordance with the standards of GMP. The GMP standards shall have been accredited by: <ul style="list-style-type: none"> • a Stringent Regulatory Agent (SRA); • or the Guidelines as published by the World Health Organisation (WHO). Please attach documentary evidence with the Bid.	
3.2	Certificate of pharmaceutical product in Country of Origin/ Free sale certificate: For each item offered in the Bid, these certificates must be included in the Bid Document. Please attach documentary evidence with the Bid.	
3.3	WHO CoPP: All Goods must at least have a World Health Organisation Certificate of a Pharmaceutical Product (WHO CoPP), which fulfils the basic functions of GMP and Marketing authorisation. Please attach documentary evidence with the Bid.	
3.5	All items should be sourced from manufacturing site approved by the National Drugs Authority	

	(NDA) and the WHO prequalification/ERP approval must correspond with that of NDA (Please attach documentary evidence with the Bid).	
5	SHELF LIFE	
5.1	All items supplied should be of recent manufacture with a minimum shelf-life of 24 months or 3/4, whichever is the longer, on arrival	
9	PACKING REQUIREMENT	
9.1	Packing of Individual Containers: Individual drug containers should be made of suitable light, heat and water resistant material, with replaceable lids, appropriate for tropical conditions and able to withstand rough transport and handling.	
9.2	Carton boxes for the drugs: The carton boxes must be constructed of strong cardboard material (minimum three layers) sufficient to withstand rough handling and to give adequate protection to the contents during storage and transportation. Not more than one batch should be packed within one secondary (shipping) pack. Each pack shall clearly indicate the quantities of primary packs, with in the secondary pack. Enclose a packing list, unpriced, in each package.	
10	RECALLS	
10.1	If products have to be recalled due to quality related factors as certified by the National Drug Regulatory Authority, the supplier will be obliged to notify Crown Agents, providing full details about the reasons leading to the recall and shall take all necessary steps to replace the products in question at its own cost with a fresh batch of acceptable products within a delivery period agreed upon with Crown Agents or withdraw and give a full refund if the product has been taken off the market for safety reasons.	

Bidders to indicate “Comply” or “Not Comply” and comment as appropriate. Where information is presented in the specification, the comment should be “Noted and Understood”. In the event of electronic bidding by e-mail or by means of scanning, the specification shall not be altered in any way. Failure to complete this Statement of Compliance will also result in the bid being rejected as non-compliant.

FORM OF BID

To:- Crown Agents
St Nicholas House
St Nicholas Road
Sutton
Surrey
SM1 1EL
United Kingdom

Crown Agents Reference: RL1H 2144/001
Bidders Reference:
Bid Closing Date: 19th September 2016
Currency:

1. Having examined the Invitation to Bid and being fully satisfied in all respects with the requirements of the ITB, we hereby offer to provide the Goods as specified in Appendices B and C of the bid for the ceiling prices set out in this Appendix D, Form of Bid and in accordance with the provisions of the Call Off Contract.
2. We confirm that we have read the documents from Crown Agents which are incorporated by reference and we accept that any resultant Framework Agreement and Call Off Contract will be subject to the Call Off Contract including the Conditions of Contract, Special Conditions of Contract and such other provisions as have been specified in the ITB.
3. We confirm that the Goods offered fully meet the required specification detailed in the ITB.
4. We confirm that we will treat all information supplied by Crown Agents as confidential in accordance with the provisions of this ITB.
5. Prices

PRICING SUMMARY	PRICES (STATE CURRENCY)
Total Unit Price primary trade packed	
Less Crown Agents Discount (State Percentage)	
Total net unit price of Goods primary trade packed	
TOTAL BID UNIT PRICE IN FIGURES:	
TOTAL BID UNIT PRICE IN WORDS:	

The total bid unit price must be stated in words and figures and if there is any contradiction the price expressed in words will take precedence.

The indicative delivery period to FCA Airport of shipment from receipt of an award of Call Off Contract will be: weeks.

Bidders are advised that if a Call Off Contract is awarded on any other delivery term, where applicable, a suitable amendment will be made to the contractual delivery period.

We confirm that this bid is valid for acceptance for 90 days from 19th September 2016
Bidders are advised that a bid valid for a shorter period will be rejected. In exceptional circumstances Crown Agents may request the bidders' consent to an extension of the period of validity. The request and the responses shall be made in writing. Bidders who agree to extend the validity of their bids will not be permitted to modify their bids.

We agree to adopt and comply with Crown Agents' Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

.....
Authorised Signature	Name in Capitals	Position
Company Name and Address	Company Registration Number:	
	Company VAT Number:	
	Telephone Number:	
	Facsimile No	
	Email	

PRE-QUALIFICATION QUESTIONNAIRE FOR CROWN AGENTS REFERENCE RL1H 2144/001

1. Introduction and Background

This Pre-Qualification Questionnaire (“PQQ”) has been issued by Crown Agents Limited (“Crown Agents”) acting as agent for and on behalf of the their Principal, the Secretary of State for International Development of the UK Government (“DFID”).

For the avoidance of doubt, any reference in the second person within this PQQ shall refer to the bidder.

This PQQ seeks information which is required by Crown Agents in order to assess the suitability of bidders in terms of their technical and professional ability, and economic and financial standing to provide the goods and services under the resulting framework agreement and call off contract.

No information contained in this PQQ, or in any communication made between Crown Agents and any Bidder in connection with this PQQ, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this PQQ. Crown Agents reserve the right, subject to the Regulations, to change without notice the basis of, or the procedures for the competitive bidding exercise, or to terminate the competitive bidding exercise at any time.

None of DFID, Crown Agents, or their servants, agents or advisers:

- Make any representation or warranties (express or implied) as to the adequacy, accuracy, reasonableness or completeness of the information contained in this PQQ or otherwise communicated to bidders as part of this competitive bidding exercise;
- Accept any responsibility in relation to the adequacy, accuracy, reasonableness or completeness of such information or any part of it; and
- Shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance by a bidder on such information.

The object of the qualification process is to assess the responses to the PQQ and select bidders to proceed to the next stage of the procurement process.

Any expenditure, work or effort undertaken by a bidder is a matter solely for the commercial judgement of the bidder in respect of this procurement process is a matter solely for the commercial judgement of the bidder and their sole responsibility. Crown Agents will not reimburse any costs incurred by bidders in connection with the preparation and submission of their PQQ response or this competitive bidding exercise generally.

2. Instructions for Completion

Except as otherwise permitted below, bidders shall complete all parts of this PQQ comprising Parts A, B and C and to submit it in accordance with the instructions detailed below.

Except as otherwise permitted below, bidders shall answer **all** questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the bidder, this should be indicated with "N/A," and if you do not know the answer you should write "Not Known"

All questions shall be answered in English.

The information provided by bidders in response to this PQQ will be checked for completeness and compliance with the instructions before responses are evaluated.

Crown Agents reserves the right, at its absolute discretion, to exclude any PQQ response from further consideration under this competitive bidding exercise where a bidder fails to provide all the required information, fails to provide a satisfactory response to any question, or fails to supply documentation referred to in its response, within the specified timescale. In the event that none of the responses received from bidders are deemed satisfactory, Crown Agents reserves the right to terminate the competitive bidding exercise and where appropriate re-advertise the competitive bidding exercise.

Bidders must be explicit and comprehensive in their response to this PQQ, as this will be the single source of information on which pre-qualification responses will be evaluated. Bidders are advised neither to make any assumptions about their past or current supplier relationships with Crown Agents, nor to assume that such prior business relationships will be taken into account in the evaluation procedure where information about the same is not specifically requested in this PQQ.

3. Disclosures

The bidder or any of the bidder's sub-contractors must disclose in a separate annex to their completed PQQ response or statement if they are, or have reason to believe that they may have been, or are subject to any proceedings that may be listed by the World Bank in its "Listing of Ineligible Firms" or "Listing of Firms, Letters of Reprimand" posted at <http://www.worldbank.org> or any similar list maintained by any other donor of development funding, or any contracting authority.

The above disclosure extends to any company in the same group as the bidder (including but not limited to parent, subsidiary and sister companies and companies with common shareholders whether direct or indirect and parties with whom the bidder is associated in respect of this PQQ.

Where any misconduct or complaint is disclosed, it will be used by Crown Agents to evaluate the declaration made in Parts B and C of this PQQ. Mandatory exclusions of bidders under the requirements of the Regulations will be applied where appropriate. Crown Agents reserve the right (at their absolute discretion) to seek additional information from the bidder or other competent authorities where considered necessary by Crown Agents in order to make a decision on a bidder's eligibility to be invited to submit a bid pursuant to this competitive bidding exercise.

4. Conflict of Interest

Bidders must disclose in their PQQ response any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competitive bidding exercise or if awarded a framework agreement or call off contract. This also applies to any sub-contractors to be proposed by the bidder. Where bidders identify any potential conflicts they should state how they intend to avoid such conflicts. Crown Agents (at their absolute discretion) reserve the right to reject any PQQ which, in Crown Agents' opinion, gives rise, or could potentially give rise to a conflict of interest.

5. Submission of PQQ

Your response to this PQQ must be made in the same way and at the same time as your response to the ITB under the same Crown Agents reference.

If you are unable to complete and submit the PQQ, please advise us immediately in writing, if possible, stating the reasons.

6. Queries about the procurement

All requests for clarification or further information in respect of this PQQ should be submitted in writing and addressed to:

Amanda Parker
Crown Agents,
St Nicholas House
St Nicholas Road,
Sutton, Surrey, SM1 1EL
United Kingdom
E-mail: amanda.parker@crownagents.co.uk

Save as expressly stated in this PQQ, no approach of any other kind in connection with this PQQ should be made to Crown Agents, DFID or the End-User.

This PQQ is being provided on the same basis to all bidders and Crown Agents will not enter into detailed discussions with any bidder regarding this competitive bidding exercise at this stage.

Any request for clarification of this PQQ must be submitted to Amanda Parker (as named above) no later than 12th September 2016. This will ensure that Crown Agents is able to supply any required clarification to bidders in sufficient time for such to be taken into account by bidders in the formulation of their PQQ responses.

7. Freedom of Information

As Crown Agents is acting as an agent for and on behalf of DFID for the purposes of this competitive bidding exercise, information relating to any bidder and their response to this PQQ may be accessible under the Freedom of Information Act 2000 as amended (FOIA) or the Environmental Information Regulations 2004 (EIR). DFID is under a legal obligation to disclose such information if requested, unless an exemption applies. DFID and Crown Agents may also be obliged to make disclosures under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction. Any bidder must identify to Crown Agents, information which it submits, whether on its own behalf or on behalf of others, which it regards as being potentially exempt from

disclosure under the FOIA or EIR. Such identification may be either specific or by class. The bidder must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each such ground. The bidder should also indicate whether it considers that the potential exemption would continue after it has submitted its response and if so, the duration that it believes the exemption would apply for. Bidders should note that as a general principle Crown Agents will seek to prevent, or restrict the scope of, confidentiality obligations sought to be imposed upon it other than in accordance with the Regulations. As such both DFID and/or Crown Agents reserves the right not to accept to treat as confidential, any information marked as confidential or sensitive, or to require further explanation of the reasons why the bidder considers confidentiality obligations to be appropriate in a particular case. For the avoidance of doubt, even where a bidder has indicated that information should be exempted, DFID and/or Crown Agents may disclose this Information following its own consideration of the situation. DFID and/or Crown Agents may, in their absolute discretion, consult with the bidder before making a decision on a request for information. For the purpose of this PQQ, the decision of DFID in relation to any exemption shall be final.

8. Information Sharing

All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross Government role delivering overall Government policy on public procurement – including ensuring value for money and related aspects of good procurement practice.

For these purposes, DFID may disclose within Government any of the bidder's documentation/information (including any that the bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the bidder to DFID during this procurement. The information will not be disclosed outside Government. Bidders taking part in this competition consent to these terms as part of the competitive bidding exercise.

9. Sub-contracting Arrangements

Where the bidder proposes to use a sub-contractor or a local distributor to deliver the goods to be procured under this competitive bidding exercise, all information requested should be given in respect of the prime contractor and the sub-contractor.

Where sub-contractors or local distributors will play a significant role in the delivery of the goods under any resulting framework agreement or call off contract, please indicate in a separate annex the composition of the supply chain, indicating which member of the supply chain will be responsible for elements of the delivery of the goods. It should be noted that contractual responsibility under any framework agreement or call off contract resulting from this competitive bidding exercise will always rest with the prime contractor.

It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, bidders should be aware that where sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change and therefore at the sole and absolute discretion of Crown Agents, may affect the eligibility of the bidder to proceed further in the competitive bidding exercise or to provide the Goods.

10. Consortia Arrangements

If the bidder is a consortium, the following information must be provided:

- Full details of the consortium, and
- The information sought in this PQQ in respect of each of the consortium's constituent members as part of a single composite response.

Where the consortium proposes to form a corporate entity for the performance of the contract if awarded the same, bidders should provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate Annex to your completed PQQ. If a consortium is not proposing to form a corporate entity, full details of the alternative proposed arrangements should be provided in a separate annex. However, please note that Crown Agents reserve the right to require that a successful consortium shall form a single legal entity. Crown Agents reserve the right to request evidence of the consortium agreement.

Crown Agents recognises that arrangements in relation to consortia may (within limits) be subject to future change. Bidders should therefore respond in the light of the arrangements as currently envisaged. Bidders are reminded that any future proposed change in relation to consortia must be notified to Crown Agents, so that a further assessment can be made by applying the selection criteria to the new information provided.

Following any such assessment, Crown Agents reserve the right to exclude a bidder in accordance with the evaluation methodology contained in this PQQ.

11. Selection of Bidders

Crown Agents reserve the right to disqualify any bidder who fails to;

1. Complete and return the declaration in respect of the grounds for mandatory or discretionary rejection as attached at Parts B and C to the PQQ.
2. Provide a satisfactory response to any questions in the PQQ, or inadequately or incorrectly completes any question.

Bidders who are not disqualified in accordance with the above grounds or any of the other grounds stated in this PQQ, shall be evaluated on the basis of their response on the Pass/Fail requirements and their economic and financial standing and the technical or professional ability in accordance with Regulations 56, 78, 58 or 59 of the Regulations. Those bidders who pass the Pass/Fail requirements proceed to the next phase of evaluation under this competitive bidding exercise.

Details of specific requirements per country and the respective projects will be detailed within mini competitions resulting from the award of Framework Agreement.

Where a bidder has a valid reason for being unable to provide the information requested in relation to economic and financial standing, other information considered appropriate by Crown Agents shall be accepted.

A copy of your completed and signed PQQ, together with all supporting documentation that you provide with your PQQ response shall be incorporated by reference in any resulting Framework Agreement and Call off Contract.

PART A – SECTION 1

1. CANDIDATE NAME AND CONTACT DETAILS

1.1 Full name, address and contact details of the bidder (“Candidate”) in whose name the bid will be submitted (namely the prime or single bidder).

Candidate Name:	
Registered Address of Candidate:	
Telephone No:	
Website:	

1.1.1 Please attach copies of the following certificates to confirm the Candidates registration and tax status in the Candidate’s country of domicile:

- a) A certificate of incorporation (or equivalent)
- b) A VAT and/or tax registration certificate (or equivalent)

If the Candidate cannot provide the certificates requested at a) and b) above please give an explanatory statement:

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1.1.2 Name, position, and contact details of the Candidate’s main contact for this PQQ response.

Name:	
Position:	
Telephone/Mobile No:	
Email address:	

1.1.3 Current legal status of the Candidate (e.g. partnership, private limited company, etc.)

	Please (tick one box)
--	------------------------------

Sole Trader	
Partnership	
Public Limited Company	
Private Limited Company	
Limited Liability Partnership	
Other (please state, including an explanation)	

1.1.4 Please provide details of any parent organisation, subsidiaries or affiliates of the Candidate's organisation:

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1.1.5 Please provide a list of all the Candidate's directors, shareholders or owners.

Individual's full name (including middle name, if any)	Employee, Director or Owner / Shareholder	PEP* YES <input type="checkbox"/>/ NO <input type="checkbox"/>	Relationship with PEP YES <input type="checkbox"/>/ NO <input type="checkbox"/>

**A Politically Exposed Person (PEP) is someone who holds or has held a senior position in any state, national body or international body including government, civil service, judiciary, armed forces or public organisation such as the UN or World Bank or is a family member of a known close associate of a PEP.*

1.1.6 Staff numbers

Total number of permanent (full time) employees:	
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1.1.7 Is the Candidate or any of its directors, officers, 10%+ shareholders or owners subject to any conflict of interest with DFID or any Crown Agents company? YES /NO

If yes, please provide details:	
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1.2 ECONOMIC AND FINANCIAL STANDING

Candidate's responses to this section 1.2 will be used to undertake an assessment of the Candidate's economic and financial standing and their ability to undertake any proposed Call Off Contract. Following such assessment, any Candidate who is determined to be at risk of not being capable of undertaking the proposed contract will not be evaluated further and will be excluded from participating further in this procurement process. The Candidate will be contacted by the Employer if this assessment identifies that a parent or other type of guarantee is required.

1.2 Please provide the following financial information:

- a) Copies of Candidate's audited accounts for the last two financial years; or

- b) if there is no legal or regulatory requirement for Candidate's accounts to be audited, please provide copies of the Candidate's accounts signed by one of the directors of Candidate for the last two financial years; or
- c) Alternative means of demonstrating financial status if the Candidate has been trading for less than one year, and

If you are unable to provide any accounts please give an explanatory statement:

1.2.1 Candidates are advised that the assessment of the Candidate's economic and financial standing and their ability to undertake the proposed framework agreement and call off contract will be undertaken on the following basis:

a) Turnover average and contract limit over the last two year period

A contract limit is determined as the size of call off contract that is considered by Crown Agents to be 'safe' to award to the Candidate based on a simple comparison of the annual contract value to the annual (or average annual) turnover. A maximum threshold of 25% (annual contract value to turnover) will be applied.

b) Liquidity ratio

The liquidity ratio is calculated to ascertain whether the Candidate may have enough working capital to adequately finance any resulting call off contract. This ratio is calculated by examining how many times the company's current assets can cover its current liabilities.

c) Gearing or Indebtedness ratio

The total amount of debt (current and long-term liabilities) in comparison to the Candidate's total assets provides useful information in assessing how much of the Candidate's assets are financed by borrowings.

1.3 LITIGATION & INVESTIGATIONS

- 1.3 Is there in your home country or elsewhere currently any pending or threatened material litigation or other proceedings connected with your Company, its directors, officers or 10% shareholders?
YES /NO

If you have answered "Yes" to question 1.3 please give an explanatory statement:

1.4 ETHICAL HISTORY

- 1.4 In the last ten years, has the Candidate or have any directors, officers, 10%+ shareholders or owners of the Candidate:

1.4a) ever been bankrupt, insolvent, unable to pay his or its debts, sought protection from his or its creditors, been wound-up or compulsorily dissolved by any court or tribunal or been involved in any proceedings? Yes No

1.4b) ever been convicted of a criminal offence in any country related to fraud, theft, bribery, corruption, money-laundering, human rights violations (including anything related to the abuse of children), modern slavery, anti-competitive or other unlawful or unethical behaviour? Yes No

1.4c) entered into any deferred prosecution agreement, settlement, resolution agreement or similar agreement or similar arrangement with any law enforcement, prosecutorial or regulatory agency or body relating to investigations or allegations of fraud, theft, bribery, corruption, money-laundering, human rights violations, modern slavery, anti-competitive or other unlawful or unethical behaviour? Yes No

1.4d) ever failed to pay taxes that were due? Yes No

1.4e) ever been listed by any country or organisation as being involved in terrorist or money-laundering activities? Yes No

1.4f) ever received or been the subject of allegations of misconduct or press/media reports of misconduct including fraud, theft, bribery, corruption, money-laundering, human rights violations, modern slavery, anti-competitive behaviour (including bid-rigging, cartels, collusion or coercion), damage to the environment, health or safety of employees or employment or abuse of children? Yes No

1.4g) ever voluntarily disclosed to any regulatory and/or law enforcement agency any activity that may constitute bribery, money-laundering, fraud, or another criminal offence involving fraud, corruption, modern slavery or unethical behaviour? Yes No

1.4h) ever had cancelled or revoked or failed to hold any licence or membership of an organisation required by law? Yes No

1.4.1 Are any directors, officers, 10%+ shareholders of the Candidate, or any of its associated companies an employee or official in any state-owned entity or public international organisations? Yes No

1.4.2 Is the Candidate or any director, officer or 10%+ shareholder of the Candidate, or any of its associated companies, currently sanctioned by, barred or suspended from doing business with any government, national or public international organisation including any multilateral development bank? Yes No

If you have answered "Yes" to any of questions 1.4 to 1.4.2 please give an explanatory statement:

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1.5 ETHICAL & ANTI-BRIBERY POLICIES

1.5.1 Does the Candidate currently hold policies or guidelines on the following?

Anti-Fraud, Bribery & Corruption (or equivalent) Yes No

Conflicts of Interest (or equivalent) Yes No

Ethical Code of Conduct (or equivalent) Yes No

Gifts & Hospitality (or equivalent) Yes No

Whistleblowing (or equivalent) Yes No

1.5.2 If you have answered yes to any of 1.5.1, are those policies or guidelines proactively flowed down within your organisation? Yes No N/A

1.5.3 Does the Candidate undertake due diligence on the organisations with which it deals, including joint-venture partners, contractors, consultants, sub-contractors, suppliers, representatives and agents? Yes No

1.5.4 Does the Candidate agree to adopt, comply with and implement Crown Agents' Ethical Code for Business Partners when working with Crown Agents? The code can be found here: <http://www.crownagents.com/about-us/ethics-and-compliance> Yes No

CROWN AGENTS ANTI-FRAUD, BRIBERY AND CORRUPTION POLICY STATEMENT

“Crown Agents operates a zero tolerance approach towards all forms of fraud, bribery and corruption. It does not give or accept bribes (including so called "facilitation payments") or any other illegal inducements, and will not condone any such action by its employees, agents, representatives, contractors, suppliers or consultants.”

Crown Agents operates TEL, an independent confidential whistle blower hotline for anyone wishing to report concerns regarding fraud, bribery, corruption or other unlawful or unethical behaviour connected with its business or operations. Details regarding TEL and how to access it can be found by following this link: <http://www.crownagents.com/about-us/ethics-and-compliance>

PART A – SECTION 2

2.1 TRADE REGISTRATION - FOR COMPLETION BY NON-UK BUSINESS ONLY where applicable, is the Candidate registered with the appropriate trade or professional register(s) in the Country of Registration (under the conditions laid down by that Country)? YES NO

Evidence of registration with appropriate professional/trade body
<i>Either insert required details or state "None"</i>

2.1.1 FOR COMPLETION BY NON-UK BUSINESS ONLY is it a legal requirement in the Country where the Candidate is established, for the Candidate to be licensed or be a member of a relevant organisation in order to provide the goods [and/or services] required? YES NO

If yes, please provide details of what is required and confirm that you have complied with this requirement.	
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2.2 SUB-CONTRACTING, CONSORTIA OR USE OF NOMINATED LOCAL DISTRIBUTOR(S)

2.2a) Candidate is bidding to provide the goods with no intention to sub-contract (If yes, go to question 2.3)	YES <input type="checkbox"/> /NO <input type="checkbox"/>
b) Candidate is bidding in the role of Prime Contractor and intends to use third parties to provide some of the goods.	YES <input type="checkbox"/> /NO <input type="checkbox"/>
c) The Candidate is a consortium	YES <input type="checkbox"/> /NO <input type="checkbox"/>

If your answer is Yes to b) or c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition and governance of the supply chain, indicating which member of the supply chain (which may include the Candidate solely or together with other providers) will be responsible for the supply of elements of the goods under the resulting framework agreement and call off contract if successful in this competitive bidding exercise.

2.3 TECHNICAL AND PROFESSIONAL ABILITY

2.3 Responses to this section 2.3 will be used to undertake an assessment of the Candidate’s technical and professional ability to provide the required goods under the resulting Framework Agreement and Call Off Contract.

Where the Candidate is not intending to be the main provider of the goods, the information requested should be provided in respect of the principal sub-contractor that will provide the goods.

EXPERIENCE AND CONTRACT EXAMPLES

It is a PASS/FAIL requirement under this section 2.3 that the Candidate must provide details of at least three contracts from either or both the public or private sector, to collectively demonstrate experience in the supply of pharmaceuticals. Contracts should have been performed during the past **three** years (from the date of issue of the Contract Notice). **Failure by a Candidate to meet this requirement or to provide details of contracts performed during the period required will render its application ineligible for further consideration and its PQQ will not be evaluated.**

Please note that the customer contact should be prepared to speak to Crown Agents to confirm the accuracy of the information provided if we wish to contact them.

		Contract 1	Contract 2	Contract 3
2.3 (a)	Customer name and address:			
2.3(b)	Customer contact Name: Customer Phone No: Customer e-mail:			
2.3 (c)	Contract Start Date: Contract Completion Date: Contract Value: Location:			
2.3 (d)	Brief description of the contract (max 150 words) including evidence of the Candidate's technical capacity in this market.			
2.3 (e) For information only, if the Candidate cannot provide at least one example, please briefly explain why in no more than 100 words:				

2.3.1 Does the Candidate act as an authorised distributor for any named products? If yes, please provide the following details:

IMPORTANT NOTICE

Candidates are advised that it is a **PASS/FAIL** requirement under this section 2.3 that Candidates must provide evidence of their current and valid letter or certificate of authority to act as an authorised distributor for the manufacturer. Failure by a Candidate to meet this requirement or to provide current and valid evidence will render your application ineligible for further consideration and your PQQ will not be evaluated.

Name of Product(s) for which the Candidate acts as an authorised distributor:	Letter or Certificate(s) of Authorisation attached YES <input type="checkbox"/> /NO <input type="checkbox"/>
---	---

2.3.2 Please provide details of the Candidate’s measures for ensuring quality in relation to the goods and/or services required under the framework agreement and call off contract:

IMPORTANT NOTICE

Candidates are advised that it is a **PASS/FAIL** requirement under this section 2.3.2 that Candidates must provide evidence of their current and valid accreditation or other equivalent internationally recognised quality standard. Failure by a Candidate to meet this requirement or to provide current and valid evidence will render your application ineligible for further consideration and your PQQ will not be evaluated.

2.3.2 (a) Does the Candidate (or the Manufacturer for whom the Candidate acts as an authorised agent or distributor) manufacture Praziquantel to current recommendation by WHO? If yes, the Candidate must provide evidence of WHO PPQ prequalification or ERP level 3 or higher approval	YES <input type="checkbox"/> /NO <input type="checkbox"/>
2.3.2 (b) If the answer to 2.3.2 (a) is “No”, does the Candidate (or the Manufacturer for whom the Candidate acts as an authorised distributor) manufacture Praziquantel which is currently under evaluation by WHO? If yes, the Candidate must provide evidence that they have commenced the WHO/ERP prequalification/approval process.	YES <input type="checkbox"/> / NO <input type="checkbox"/>

IMPORTANT NOTICE

Failure by the Candidate to provide evidence as requested in 2.3.2 (a) & (b) will render your application ineligible for further consideration and your PQQ will not be evaluated. These are PASS/FAIL requirements.

Candidates are notified that if their response to 2.3.2 (b) is “Yes” and the Candidate meets all other requirements of the PQQ and is awarded a Framework Agreement, it shall be a condition of any mini-competition under the Framework Agreement that the Bidder must provide evidence of the supply of Praziquantel to current recommendations by WHO/ ERP with either full pre-qualification – or ERP Level 3 or above approval.

Candidates who respond yes to 2.3.2 (b) are notified that repeated failure to gain WHO recommendation will result in termination of the Framework Agreement, if awarded.

2.3.2 (c) Does the Candidate hold a recognised Quality Management System certification from an independent body attesting conformity to quality assurance standards based on the European standard or other equivalent internationally recognised quality standard?

YES /NO

For example [BS/EN/ISO 9000]

Please provide a copy of the valid certificate with your completed PQQ

Certificate attached YES /NO

PART A – SECTION 3

3.1 DECLARATION BY CANDIDATE

I declare that to the best of my knowledge, **information and belief, after having made due and careful enquiries**, the answers submitted in Parts A, B and C of this PQQ are correct, complete and not misleading. I understand that the information will be used in the process to assess my organisation’s suitability to be invited to bid for this competitive bidding exercise and I am authorised to sign on behalf of the Candidate. I acknowledge, understand and fully agree with Crown Agents’ Anti-Fraud, Bribery and Corruption Policy Statement in Section 1 above. I understand that Crown Agents may reject this PQQ if there is a failure to comply with the instructions set out in this PQQ, failure to answer all relevant questions fully or if I provide false or misleading information. I understand that Crown Agents reserve the right to carry out independent validation checks to verify the information contained in this PQQ.

Name of Candidate:	
Full Name:	Job title of signatory:
Signature:	Date:

Hard copy submissions of the completed PQQ should be sent to the undersigned and electronic submissions must be returned in accordance with the instructions contained in the ITB.

Amanda Parker
Crown Agents Limited,
St Nicholas House,
St Nicholas Road,
Sutton,
Surrey,
SM1 1EL
UK

PART B – GROUNDS FOR MANDATORY REJECTION

CROWN AGENTS REFERENCE:	
CANDIDATE'S REFERENCE:	
DATE OF PQQ:	

IMPORTANT NOTICE

In some circumstances, Crown Agents is required by law to exclude a Candidate from participating further in a procurement. If the Candidate cannot answer “no” to every question in this section it is very unlikely that the PQQ response will be accepted for further consideration and where required you should contact us for advice before completing this form.

Please answer “Yes” or “No” to each of the following questions:

Has the Candidate or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer YES/NO
a) an offence under section 2 or 4 of the Modern Slavery Act 2015;	
b) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;	
c) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;	
d) the common law offence of bribery,;	
e) bribery within the meaning of section 1,2 or 6 of the Bribery Act 2010 or section 113 of the Representation of the People Act 1983;	
f) any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities,	
(i) the offence of cheating a revenue authority of any State;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006 or the making, adapting, supplying or offering to supply articles for use in	

frauds within the meaning of section 7 of that Act;	
g) any offence listed: i) in section 41 of the Counter Terrorism Act 2008; or ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;	
h) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);	
i) money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002,	
j) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or	
k) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc) Act 2004;	
l) an offence under section 59A of the Sexual Offences Act 2003;	
m) an offence under section 71 of the Coroners and Justice Act 2009;	
) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	
o) any other offence within the meaning of Article 57(1) of the Public Contracts Directive: i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or ii) created, after the day on which these Regulations were made, in the law of England and Wales and Northern Ireland	

NAME OF CANDIDATE	
JOB TITLE OF SIGNATORY	
FULL NAME	
SIGNATURE	
DATE	

PART C – GROUNDS FOR DISCRETIONARY REJECTION

CROWN AGENTS REFERENCE:	
CANDIDATE'S REFERENCE:	
DATE OF PQQ:	

IMPORTANT NOTICE

Crown Agents is entitled to exclude the Candidate from consideration if any of the following apply, but at its sole and absolute discretion may decide to allow the Candidate to proceed further in this competitive bidding exercise. If the Candidate cannot answer “no” to every question it is possible that it’s PQQ may be disqualified from further consideration. In the event that any of the following do apply, please set out (in a separate annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by Crown Agents in considering whether or not the Candidate will be able to proceed any further in respect of this competitive bidding exercise.

Crown Agents is entitled to exclude the Candidate in any event if the Candidate is guilty of serious misrepresentation in providing any information referred to within regulation 56, 57, 58 or 59 of the Regulations, or the Candidate fails to provide any such information requested by Crown Agents.

Please answer “Yes” or “No” to each of the following questions:

1. Is any of the following true of the Candidate?	ANSWER YES/NO
a) your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;	
b) your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;	
c) your organisation is guilty of grave professional misconduct, which renders its integrity questionable; (d) your organisation has entered into agreements with other economic operators aimed at distorting competition;	
(e) your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;	
f) the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;	
g) your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;	
(h) your organisation—	

<p>(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or</p> <p>(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or</p>	
<p>i) your organisation has undertaken to</p> <p>(aa) unduly influence the decision-making process of the contracting authority,</p> <p>Or</p> <p>(bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or</p>	
<p>(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	

NAME OF CANDIDATE	
JOB TITLE OF SIGNATORY	
FULL NAME	
SIGNATURE	
DATE	

CROWN AGENTS REFERENCE: [CA REF]

**FRAMEWORK AGREEMENT
DATED Enter Date**

BETWEEN

CROWN AGENTS LIMITED

acting as agents on behalf of
the Secretary of State for International Development of the UK Government (DFID)

AND

NAME SUPPLIER

FOR THE PROVISION OF [ENTER BRIEF DESCRIPTION OF GOODS]

THIS FRAMEWORK AGREEMENT ("AGREEMENT") is entered into this day of **name Month** and **Year**.

BETWEEN : **CROWN AGENTS LIMITED** (hereinafter called "Crown Agents") whose registered office is at St Nicholas House, St Nicholas Road, Sutton, Surrey, SM1 1EL, UK acting as agents on behalf of their Principal, the Secretary of State for International Development of the UK Government (DFID) (hereinafter called "the Principal") of the one part

AND : **Name Supplier** whose registered office is at **enter full** **supplier address** (hereinafter called the "Supplier") of the other part

Each a "Party" and together the "Parties"

WHEREAS

The Principal has entered into a contract with Crown Agents to provide agency procurement services to the Principal for their **name project/programme** in **name Country**.

AND WHEREAS

Crown Agents has issued an Invitation to Bid ("ITB") dated **enter date** under reference **enter CA bid ref** which is incorporated and forms part of this Agreement to a number of suppliers for the supply of **enter brief description of goods**.

AND WHEREAS

In response to the ITB, the Supplier has submitted a Bid dated **enter date** under reference **enter supplier bid ref**, which is incorporated and forms part of this Agreement, which Crown Agents now accepts subject to the terms of this Agreement.

This Agreement sets out the terms and conditions for any Call Off Contracts and the obligations of the Supplier during the period of the Agreement.

In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, the terms and conditions of the Call-Off Contract will prevail.

For the avoidance of doubt, it is the Parties intention that there is no obligation to contract for any of the Goods detailed in the ITB during the period of this Agreement.

NOW IT IS AGREED as follows:

1. **PERIOD OF AGREEMENT.**

[Subject to the provisions of Clause 8,] this Agreement shall commence on the date first above written and subject to satisfactory performance, shall continue in force until **enter date - note**

that this period should not exceed four years unless terminated sooner in accordance with its provisions.

State if the Agreement will be subject to annual performance review or if any mandatory certification needs to be provided by the supplier on an annual basis etc

Termination or expiry of the Framework Agreement shall not cause any Call Off Contracts to terminate automatically. For the avoidance of doubt, all Call Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.

2. NON EXCLUSIVITY

The Supplier acknowledges that in, entering into this Agreement, no form of exclusivity or volume guarantee has been granted by Crown Agents for Goods from the Supplier and Crown Agents is at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any Goods.

3. AWARD PROCEDURES

If Crown Agents decides to source Goods through the Agreement then it may:

- 3.1 award a Call Off Contract in accordance with the terms laid down in this Agreement without re-opening competition; or
- 3.2 award a Call Off Contract (where all the terms are not laid down in this Agreement) following a mini competition between all suppliers awarded a Framework who are capable of performing the Call Off Contract.

4. QUANTITIES

Buyer to edit which of the following clauses apply

As detailed in Appendix A hereto, the quantities of the Goods to be supplied during the period of this Agreement are estimated, and actual requirements will be detailed in Call- Off Contracts which will be issued at *half-year intervals/upon receipt of details of requirements from the Principal or End-User* to the Supplier in the form detailed at Appendix B hereto which shall form part of this Agreement. Crown Agents may adjust the quantities of the Goods to be supplied under the Call-Off Contracts.

The quantities of the Goods to be supplied during the period of this Agreement are currently unspecified and the actual requirement will be detailed in mini competitions as and when call off requirements are established through the life of this Agreement.

5. CONTRACT PRICE

Buyer to edit to include which of the following clauses apply

As and when specific requirements are made available, final pricing, together with confirmation of delivery periods and specifications, will be sought through mini – competitions as detailed in clause 3.2.

The unit prices detailed in Appendix A hereto shall remain fixed for the period of this Agreement.

No amendment to the contractual obligations of any resulting Call Off Contract will be accepted once in place and failure to comply with the obligations may result in your exclusion from future mini competitions under this Agreement.

State if the unit prices are to be subject to annual negotiations.

6. **QUALITY CONTROL AND INSPECTION**

Inspection of the Goods, in accordance with the provisions of the Contract Conditions referred to in the ITB, may be carried out by Crown Agents when deemed necessary. In the event that inspection is to be undertaken, this will be notified in the Call-Off Contract with details of the scope of inspection.

7. **DELIVERY**

You are advised that time of delivery of the Goods [and completion of the Services] is of the essence, and it is essential that delivery dates are met. The liquidated damages provisions for late delivery set out in the Contract Conditions referred to in the ITB shall apply to any Call Off Contract issued under this Agreement.

8. **CONDITIONS PRECEDENT TO PERFORMANCE – If not applicable, state this clause is not applicable**

Performance under any Call Off Contract may be subject to the provision of a performance guarantee, which will be requested at the time of the mini competition and detailed within the Special Conditions.

Enter any other details relevant under this clause eg provision of samples for approval, provision of an advance payment guarantee.

9. **MANDATORY STANDSTILL PERIOD -**

In accordance with the Public Contracts Regulations 2015 (as amended) (“the Regulations”), the provisions of the Mandatory Standstill Period may apply to any award of Call Off Contract. In which case, a minimum ten (10) calendar days standstill period between communicating the award decision to all bidders and the date of execution of the Call Off Contract will apply

10. **ACKNOWLEDGEMENT**

Please confirm your acceptance of this Agreement by signing and returning a duplicate copy of this Agreement.

IN WITNESS whereof the Parties hereto have caused this Agreement to be executed on the day and year first above written.

For and on behalf of Crown Agents

Signed by _____
Duly Authorised

Name: _____

Title: _____

For and on behalf of the Supplier

Signed by _____
Duly Authorised

Name: _____

Title: _____

Crown Agents Reference: [CA Ref]

CALL-OFF CONTRACT

DATED Enter Date

BETWEEN

CROWN AGENTS LIMITED

acting as agents on behalf of

the Secretary of State for International Development
of the UK Government (DFID)

AND

NAME SUPPLIER

FOR THE PROVISION OF [ENTER BRIEF DESCRIPTION OF GOODS]

THIS CALL-OFF CONTRACT ("CONTRACT") is entered into this day of **name Month and Year.**

BETWEEN : **CROWN AGENTS LIMITED** (hereinafter called "Crown Agents") whose registered office is at St Nicholas House, St Nicholas Road, Sutton, Surrey, SM1 1EL, UK acting as agents on behalf of their Principal, the Secretary of State for International Development of the UK Government (DFID) of the one part

AND : **NAME SUPPLIER** whose registered office is at **enter full supplier address** (hereinafter called the "Supplier") of the other part

WHEREAS

Crown Agents on behalf of **name Principal** and the Supplier have entered into a Framework Agreement dated **enter date** ("the Agreement") to establish the basis and conditions of supply by the Supplier of **enter brief description of goods to be supplied** ("the Goods").

AND WHEREAS

The Agreement provides for certain quantities **[state if quantities known or yet to be determined]** of the Goods to be supplied **[state period of supply if known eg quarterly or state if period yet to be determined]** by means of a Call-Off Contract ("the Contract").

In the event of, and only to the extent of, any conflict between the terms and conditions of the Agreement and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.

NOW IT IS AGREED as follows:

GOODS TO BE SUPPLIED

The Supplier shall supply the Goods detailed in the Schedule of Requirements at Appendix A hereto all in accordance with the terms of this Contract, the Special Contract Conditions, the Agreement and the documents referred to in the Agreement.

CONTRACT PRICE

The total Contract Price for the Goods the subject of this Contract shall be **Enter currency and value**

This Contract is placed on delivery terms: **Enter delivery terms and named destination(s) [insured and unloaded] Incoterms® 2010.**

DELIVERY PERIOD

The Goods shall be delivered and Crown Agents shall have received the documentation required by **enter date(s)**

MINI COMPETITION CALL OFF – ADDITIONAL REQUIREMENTS **If not applicable, state this clause is not applicable**

Summarise details on supplemental requirements to the Call Off as a result of the mini competition including details of variations to the Call Off Terms and Conditions.

CONDITIONS PRECEDENT TO PERFORMANCE – If not applicable, state this clause is not applicable

Within five (5) working days of the receipt of the Contract from Crown Agents and as a condition precedent to the effectiveness of the Contract, the Supplier will be required to provide Crown Agents with a Performance Guarantee in accordance with the provisions of the Special Conditions of Contract as attached at Appendix B.

Enter any other details relevant under this clause eg provision of samples for approval, provision of an advance payment guarantee.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. The terms of the Agreement shall apply to this Contract and any terms and conditions referred to in the Agreement shall apply to this Contract and have the same meaning used in this Contract.
2. The following documents shall be deemed to form and be read and construed as an integral part of this Contract:
 - this Form of Call Off Contract and the Appendices attached to it;
 - The General Contract Conditions
 - The completed and signed Pre-Qualification Questionnaire together with all supporting documents dated [enter date];
 - The Framework Agreement;
 - The Invitation to Bid;
 - Form of Bid including the following::
 - The Bid Specification and Statement of Compliance;
 - Delete if not applicable The bid clarification(s) dated [enter date(s)].
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, then the documents shall prevail in the order listed above.
4. The following documents which are incorporated by reference into the Contract are available from the Downloads – DFID TC Procurement pages on our website <http://www.crownagents.com/supplier-downloads>

Buyer edit to delete those not applicable

Special Conditions of Contract for the Supply of Chemicals and Medicines
Performance Guarantee
Signed Receipt Note
Inspection Advice Note
Application for Shipping Instructions
Application for Air Despatch Instructions

5. The Supplier shall provide a signed duplicate copy of the Call Off Contract to Crown Agents within five (5) working days of signature of the Call Off Contract. (Buyer to ensure that two signed copies are forwarded to the Supplier)

IN WITNESS whereof the Parties hereto have caused this Contract to be executed on the day and year first above written.

For and on behalf of Crown Agents

For and on behalf of the Supplier

Signed by _____
Duly Authorised

Signed by _____
Duly Authorised

Name: _____

Name: _____

Title: _____

Title: _____

BRITISH TECHNICAL CO-OPERATION ASSISTANCE
SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract will apply to the Framework Agreement and any Call Off Contract.

Anti-Bribery: The Supplier agrees to adopt and comply with Crown Agents' Ethical Code for Business Partners as available as a download from the Supplier Download page on Crown Agents website <http://www.crownagents.com/supplier-downloads>.

Force Majeure:

For the purposes of the Contract, a Force Majeure event as detailed within clause 17 of the Contract Conditions means any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) Any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition [, or failing to grant a necessary licence or consent];
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).

Non-performance or delay by a sub-contractor shall not constitute a force majeure event.

The remaining provisions of clause 17 of the Contract Conditions remain unchanged.

Variation to Scope of Supply: If in any Financial Year, the Principal has sufficient budget available for the provision of Goods the same or similar to the Goods in [name country] that has not been allocated to the Contract Price, the parties may agree in writing an extension to the scope of supply of Goods whereby the Supplier shall provide goods the same or similar to the Goods.

Any amendments to the Contract Price or commercial terms resulting from an amendment made in accordance with this clause shall be based on prices and terms no less favourable to Crown Agents than as set out in the Contract for the Goods.

If in any Financial Year the Principal's budget for the Goods in [name country] is reduced, Crown Agents and/or the Principal reserves the right to reduce the scope of Goods on notice in writing to the Supplier.

Right to Termination: Without prejudice to any other right or remedy that Crown Agents and/or the Principal may have, Crown Agents may by written notice to the Supplier, terminate the Contract with immediate effect in whole or in part if any circumstance arises which would provide a right for the Principal and/or Crown Agents to terminate the Contract pursuant to Regulation 73(1) of the Public Contracts Regulations 2015.

Performance Guarantee. Within five (5) working days of the receipt of notification of award from Crown Agents and as a condition precedent to the Call Off Contract taking effect, the Supplier will be required to provide Crown Agents with a Performance Guarantee to the value of 10% of the Contract value from a bank acceptable to Crown Agents and in the format **available from the Supplier Downloads – DFID TC Procurement pages on our website** <http://www.crownagents.com/supplier-downloads>

As part of its risk control management, Crown Agents reserves the right to require that performance guarantees be confirmed by a correspondent bank acceptable to Crown Agents. **The Supplier shall nominate the proposed issuing bank in advance** so that a determination can be made as to the acceptability of the issuing bank. **Bidders should also instruct their bank about the format and content of the guarantee.**

The Performance Guarantee must be addressed to Crown Agents Limited. Failure by the Supplier's bank to address the guarantee exactly as shown in the model format provided by Crown Agents shall result in amendments being required by Crown Agents. The Supplier will be responsible for any bank charges incurred as a result of amendments to the requested guarantee.

Failure of the Supplier to comply with the requirement to provide an acceptable Performance Guarantee in accordance with the provisions of these Special Contract Conditions shall constitute grounds for the annulment of the decision to award a Call Off Contract to the relevant bidder and where appropriate termination of the Call Off Contract,, in which event Crown Agents may at its absolute discretion make the award to the next best scoring bid response, commence a new procurement process or not seek to enter into a Call Off Contract at all

Delete if not applicable Insurance: Include the cost of insurance in accordance with clauses 10.6 and 13.2 (c) of the Contract Conditions. The insurance should be taken out on a warehouse to warehouse basis. All insurance must be taken out in the currency of the Contract.

For CIF/CIP Incoterms only – delete if not applicable: The insurance cover should be taken out with the Principal named as the Beneficiary and Crown Agents as the loss payee.

For DAT/DAP Incoterms only – delete if not applicable: The insurance cover should be taken out with the Principal named as the Beneficiary and the Supplier named as the loss payee.

Edit to delete following inspection functions not required under any resulting contract

Delete if not applicable Inspection of Work in Progress;

Delete if not applicable Verification of Materials;

Delete if not applicable Witnessing In Process Tests;

Delete if not applicable Witnessing Final Tests;

Delete if not applicable Inspection of Finished Goods;

Delete if not applicable Inspection of Packing;

Delete if not applicable Pre-Shipment Verification;

Delete if not applicable Stage Payment Verification;

Delete if not applicable Commissioning Surveillance;

Delete if not applicable Supervision of Loading/Unloading;

Delete if not applicable Other Work. (Buyer to detail other work as agreed with End-User).

The Supplier will be responsible for downloading and completing an Inspection Advice Note in the required format **available from the Supplier Downloads – DFID TC Procurement pages on our website** <http://www.crownagents.com/supplier-downloads>

Where applicable, a form should be completed for each set of Goods being inspected at separate inspection locations.

Communication with the Principal: The Supplier may not have direct communication with the Principal unless in exceptions where prior written permission has been given by Crown Agents. However, in the event of any dissatisfaction by the Supplier with Crown Agents, caused by Crown Agents and not being satisfactorily dealt with by Crown Agents, the Supplier may contact the Procurement and Commercial Department (PCD), of DFID directly.

Packing for Shipment/Transportation and Storage: Packages should be marked by stencil or otherwise apply the **Shipping Mark/Air freight/Overland address** as large as is practicable and exactly as shown, including the gross weight in kilograms and the package number, to 2 adjacent faces of each package. Add (in English) any special handling, stowage, or storage instructions. Attach metal labels securely to loose or bundled items. Show both weights and dimensions in metric units.

Shipping Mark/Airfreight/Overland Address (delete as applicable):	Consignee Address/End-User's address/Notify Party: (delete as applicable)
CA: <i>(to be advised on award of Contract)</i> Purchase Order No: <i>(to be advised on award of Contract)</i> Enter Mark/Address Gross Wt _____ Kgs Package No:	Contact Name Enter Address Tel No: Enter Tel No Fax No: Enter Fax No E-mail: Enter e-mail address

Goods Requiring Special Handling: It may not be possible for the Consignee to take immediate possession of the Goods and it is not uncommon for Goods to be held up for some weeks before release. It is imperative therefore that not only Goods requiring special stowage including refrigeration but also Goods which may be affected by storage under non-ideal conditions, are notified to Crown Agents before despatch.

Dangerous Goods: Dangerous Goods must be declared, labelled and packed in accordance with the appropriate current international regulations. The Supplier will be responsible for providing and signing a Dangerous Goods Note or Shipper's Declaration for Dangerous Goods for each consignment appropriate to the mode of transport.

Invoices: The Supplier will be required to prepare a separate signed original invoice and signed copies for each consignment. Item numbers, descriptions and sequence must match those in the Call Off Contract. The invoice must show Crown Agents' reference (*to be advised on award of Contract*) and **Enter Purchase Order No.** (*to be advised on award of Contract*) If possible packing details should be shown on the invoice; if separate, packing lists must give full details including package numbers. Invoices for distribution must be signed in ink (not facsimile) on each copy. The Supplier will be responsible for placing inside each package with the Goods either one copy of the invoice if it contains full packing details or one copy of the packing list for that case.

Country Specific Clause(s) for name country: Buyer to add Country specific clauses for **Name Country**

Bill of Lading: The Supplier will be responsible for obtaining for distribution the required number of original and non-negotiable copies of a clean shipped on board Bill of Lading (B/L) marked "Freight Paid" consigning the Goods to the consignee shown above. The Supplier must not keep any original copies. The mark shown on the B/L must be identical in all respects to that on the case and in the Call Off Contract. Bills must **not** be taken out "to order" unless otherwise instructed by Crown Agents. A FIATA B/L is acceptable only if prior written agreement has been given by Crown Agents.

Delete for container shipments Dock and harbour charges are payable by the Supplier: For a Call Off Contract placed on FOB terms or above, this should be made clear on delivery notes. Any such charges debited to Crown Agents or their forwarding agents as part of the freight costs will be recovered from the Supplier.

Delete if not applicable **Where applicable, Buyer to include option A for seafreight despatch and option B for airfreight despatch**

Option A for seafreight despatch

Application for Shipping Instructions: For a Call Off Contract placed on EXW/FCA or FOB terms, the Supplier will be responsible for sending an Application for Shipping Instructions in the format **available from the Supplier Downloads – DFID TC Procurement pages on our website** <http://www.crownagents.com/supplier-downloads> to Crown Agents, St Nicholas House, Sutton, Surrey, SM1 1EL, UK. The Supplier shall read carefully and comply with the notes attached to the Application for Shipping Instructions.

Option B – airfreight dispatch

Application for Air Despatch Instructions: For a Call Off Contract placed on EXW or FCA terms or, the Supplier will be responsible for completing an Application for Air Despatch Instructions in the format available from the Supplier Downloads – DFID TC Procurement pages on our website <http://www.crownagents.com/supplier-downloads> for submission to Crown Agents together with invoices and other documents as specified in the delivery and distribution of documents clause below. Crown Agents will issue instructions for despatch and the documentation required will be sent to the Supplier.

Delivery and Distribution of Documents: The Supplier will be responsible for delivering the Goods in accordance with the delivery period as stated within the Call Off Contract and the Supplier will be responsible for sending the following documents to the relevant parties below.

Electronic versions of documentation will not be acceptable unless prior written agreement has been provided by Crown Agents:

Invoices must be addressed to [Crown Agents] and the Supplier will be responsible for sending the following documents to the [End-User/ /Local Representative/CA International Office]

(state the relevant party and detail contact name, full physical address and contact details).

- Invoice: original signed invoice and enter no of signed copies;
- Packing List: (if not included on invoice); enter no of copies;
- Transport Bill i.e. Air Waybill: 1 original/ Road Consignment Note (CMR) evidencing despatch of the Goods: 1 original and 1 copy / Bill of Lading: 2 (change quantity to one if payment by L/C is required) negotiable original and 1 non-negotiable copy/Combined Transport Bill of Lading: 2 (change quantity to one if payment by L/C is required) negotiable original and 1 non-negotiable copy/ Rail CIM Note evidencing despatch of the Goods: 1 original and 1 copy; Delete as applicable
- Insurance Certificate; 1 copy delete if not applicable
- Signed Receipt Note (to be completed by the Consignee or End-User if different from Consignee - Delete if not applicable).
- State all other documents required i.e. Country Specific requirements inc. Certificate of Origin/CRF from designated PSI Agency/Mill Certificates/Manufacturer's Cert., Documentation relevant to particular Goods being supplied etc

The Supplier will be responsible for sending to Crown Agents [(give relevant contact name, full address and contact details):

- Transport Bill i.e. Air Waybill:1 certified copy/Road Consignment Note: 1 original and 2 copies/ Bill of Lading: 1 negotiable and 1 non negotiable copy/ Combined Transport Bill of Lading: 1 negotiable and 2 non negotiable copies/ Rail CIM Note evidencing despatch of the Goods: 1 original and 2 copies; Delete as applicable
- Signed Receipt from Crown Agents nominated Freight Forwarders: 1 original (Delete if not applicable)
- Invoice: original signed invoice and 2 signed copies;
- Packing List (if not included on invoice): 2 copies
- Crown Agents Inspection Release Note: 1 Vendors Copy (Delete if not applicable)
- Insurance Certificate; 1 copy delete if not applicable

- Signed Receipt Note from the Consignee or End-User if different from Consignee evidencing delivery; 1 original (Delete if not applicable)
- State all other copy documents required i.e. Country Specific requirements inc. Certificate of Origin/CRF from designated PSI Agency/Mill Certificates/Manufacturer's Cert., Documentation relevant to particular Goods being supplied etc.

Payment: Payment shall be made in accordance with Clause 13 of the Contract Conditions. Any payment due from the Principal to the Supplier under the Contract shall be made no later than 30 days from the date on which the relevant invoice, together with all required documents confirming satisfactory and full delivery as detailed within the Contract, are regarded as valid and undisputed under the Contract. Any such invoices and required documents for a payment submitted by the Supplier shall be considered and verified by Crown Agents in a timely fashion and undue delay shall not be sufficient justification for failing to regard an invoice as valid and undisputed.

The Supplier shall ensure, pursuant to Regulation 113 (2) of the Public Contracts Regulations 2015, that any subcontract awarded by the Supplier contains suitable provisions to impose, as between the parties to the subcontract.

a) a requirement to the same effect as this Payment clause of these Special Conditions on a "pass down" basis, subject to suitable amendment to reflect the identities of the relevant parties; and

b) a requirement for the subcontractor to include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in this Payment clause, on a "pass down" basis, subject to suitable amendment to reflect the identities of the relevant parties.

(Delete if not applicable) Payment under the terms of the Contract will be made by SWIFT. The Supplier will be required to provide their bank details in the format detailed below and this submission must be returned with the Supplier's payment documentation. If the Supplier is domiciled in the European Union or requires payment to be made to an account in the European Union, the invoice must clearly state the IBAN code. Failure to provide the following information may result in delays in the Supplier's payment being processed.

BANK DETAILS (to be printed on Supplier's letter headed paper)

- ❖ Account Name (in full)
- ❖ Account Number
- ❖ Bank Name
- ❖ Bank Address
- ❖ Bank Sort Code
-
- ❖ SWIFT Code.....
-
- ❖ IBAN Code.....

Authorised Signatory

Sign:

Name:

Designation:

Where applicable, the Supplier shall also state the above details in respect of the correspondent bank of their bank in (enter Country of domicile of payment currency) through which our bankers, Crown Agents Bank, can make payment. The Supplier will be liable for any bank charges levied in the process of making payment, together with all additional expenses incurred in obtaining payment by any other means.

The Supplier will be responsible for advising Crown Agents immediately if exchange control regulations prohibit despatch of negotiable documents other than through banks.

Official Secrets Act and Finance Act1989

The Supplier shall comply with, and shall ensure that its Personnel comply with, the provisions of:

- the Official Secrets Acts 1911 to 1989; and
- Section 182 of the Finance Act 1989.

In the event that the Supplier or its Personnel fail to comply with this clause, Crown Agents reserves the right to terminate the Contract by written notice to the Supplier with immediate effect from the date specified in such notice.

SCHEDULE OF REQUIREMENTS

CROWN AGENTS CALL OFF CONTRACT REFERENCE:	
SUPPLIER'S CALL OFF CONTRACT REFERENCE:	
DATE OF CALL OFF CONTRACT:	

GOODS REQUIRED: ENTER BRIEF DESCRIPTION OF GOODS				
CURRENCY:				
ITEM NO	DESCRIPTION	QTY & UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
Total Price primary trade packed				
Less Crown Agents Discount (State Percentage)				
Total net price of Goods primary trade packed				
Cost for export packing and delivery				
Total packed and delivered [FOB/FCA] [Supplier's Premises]				
Cost for Insurance delete if not applicable				
Haulage/Terminal Handling Costs – delete if not applicable				
Cost for Air /Sea/Rail/Road freight transportation				
TOTAL PRICE [CFR/CIF/CPT/CIP/DAT/DAP] Named Destination Incoterms® 2010				

MINI COMPETITION – ADDITIONAL REQUIREMENTS <i>(delete this section if not applicable)</i>
State details of supplementary requirements of Call Off Contract compared to that of Framework Agreement:

_RECORD OF SUPPLIERS

ORIGINAL TO BE SENT TO: Enter Name

COPY FOR BUYING FILE

Cc: Trade Finance Dept, CA Bank if SWIFT bid securities

Crown Agents' Reference: Enter CA Ref

Bid Closing Date (1pm): Enter Bid closing date and time (delete reference to time for non 1pm ITB)

**Standard 1pm
Standard 1pm with
committee opening by Team
Public Opening**

Buyer: Enter Name

Department: Enter Dept

Extn: Enter Extn

Enter names of suppliers Invited to Bid	

Notes for Tender Box: Stamp here

Name: -----

Signature: -----

Date:-----