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IAN. 40795

CONDITIONS AND REQUIREMENTS FOR OFFERORS OF CHEMICAL-PHARMACEUTICAL PRODUCTS

CONDICIONES Y REQUISITOS PARA OFERENTES DE PRODUCTOS QUIMICO-FARMACEUTICOS

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Submitted to the U.S. Agency for International Development/Costa Rica under Purchase Order Number 515-4358 for Health Support Services.

October 1984

Development Alternatives, Inc. 624 Ninth Street, N.W. Washington, D.C. 20001

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COSTA RICAN SOCIAL SECURITY
DEPARTAMENTO DE APROVISIONAMIENTO
APARTADO 10105
SAN JOSE, COSTA RICA

Request for Quotation No.:
To Procure:
Issuance Date:
Quotaticn Deadline:

COSTA RICAN SOCIAL SECURITY ADMINISTRATION (CCSS)
Board of Directors

REGULATIONS GOVERNING THE REGISTRATION OF SUPPLIERS AND PROCEDURES FOR THE PURCHASE OF CHEMICAL-PHARMACEUTICAL PRODUCTS WITHIN THE BASIC MEDICATION FRAMEWORK OF THE CCSS (INCLUDING RAW MATERIALS)

CHAPTER I

PERTAINING TO REGISTRATION ON THE SUPPLIERS' REGISTER

Article 1 Parties interested in appearing on the Register of Suppliers should submit their applications on official paper, affixed with the appropriate official stamps, in Spanish and in duplicate to the Departamento de Aprovisionamiento. The documents submitted and the copies will constitute part of the application.

Article 2 The Departamento de Aprovisionamiento will accept applications only during the following periods: between January 2 and March 1 and between June 1 and July 31 of each year, during regular office hours. The applications maybe forwarded by mail in which case it is understood they must postmarked within the above time periods. The provisions of this article will take effect as of January 2, 1985.

Article 3 The application must contain the following information:

a. Generic name of the product to be registered.
b. Qualitative and quantitative formula.
c. Detailed description of the product.
d. Name of manufacturer.
e. Country of origin.
f. Ministry of Health registration number of the manufacturer or in its absence documentation proving to the satisfaction of the CCSS the existence of the manufacturer and its characteristics.
g. Name of the representative, particulars, telephone number, mailing address, office or place where requests for prices can be directed, license number and date of issuance by the Treasury Department (Law No 3284 of April 30, 1964).
h. In cases of narcotics, psychic energizers, or barbituates the Ministry of Health registration number, which should be in effect during the entire period the product is registered on the CCSS Registration of Suppliers.
i. Minimum period within which the product is at its full potential (shelf life) as of the date of manufacture of each of its components.
When several deliveries are requested, the supplier should indicate on the application for registration that each batch will have a different date of manufacture, therefore the minimum period within which the product is at its full potential will always be the same when counted as of the delivery date.
j. Detailed description of packaging and whether the product requires special conditions for transport and storage.

k. Name of the exporter.
l. Name and particulars of the domestic distributor.
m. Legally constituted powers or authority.

Article 4 When imported products are involved, the applicant should specify if he agrees to send bills and other documents necessary for the CCSS to take the merchandise out of storage, once it has arrived in domestic ports.

Those firms who do not agree to send bills to the institution, should authorize the CCSS in their applications, to take samples of the product, once it is in Customs or in Treasury Warehouses, in order for it to be analyzed by the Quality Control Department. Products which do not receive approval can be reexported without the CCSS assuming any responsibility.

Article 5 The Departamento de Aprovisionamiento reserves the right to ask for any clarification of the application submitted that it deems necessary.

Article 6 All documents, except for scientific literature, should be signed by the domestic legal representative.

Article 7 Together with the applications, interested parties should submit the certifications and sworn declarations referred to in articles 107, sub-paragraph h) of the Fiscal Administration Law of the Republic and 95 and 96 of the Administrative Contracts Regulations, as well as indicate that they are not subject to the prohibitions stipulated by article 107 of the previously cited law and Title X of the previously cited Regulation.

Article 8 Interested parties should commit themselves in their application to replace, in no longer than sixty days after being notified, the products which have deteriorated before expiration of their shelf life, under proper storage conditions or those that have been rejected by the Quality Control Department, or in the absence of this, to reimburse the CCSS for whatever worth they may have had.

Article 9 Use of the International System of Measures (Decimal Metric System), is obligatory in the applications and offers. (Law No. 5292 of August 9, 1973, Executive Orders Nos. 3286 of October 11, 1973 and 4124 of September 16, 1974).

Article 10 The CCSS will reject the applications that do not meet the requirements stated in these Regulations.

Article 11 The Departamento de Aprovisionamiento will inform the interested party of the acceptance or rejection of his application for registry on the Registration of Suppliers, within forty five days after its receipt.

Article 12 If the application is accepted the registration will be in effect for a period of five years, unless the conditions stated in the above articles cease to be met, or a reason for suspension arises, in accordance with the provisions of Chapter II of these Regulations.

Article 13 In the event that application is undertaken in the name of the exclusive distributor or one who is authorized by the manufacturer or exporter, or by representatives of the exporting firm, it will be necessary to submit, along with the application, a certification from the manufacturer or

exporter of the products authorized to be registered, duly authenticated in accordance with the law.

Article 14 The foreign participant should expressly indicate his willingness to comply with the Laws and Courts of Costa Rica in the event of litigation.

Article 15 The chemical-pharmaceutical products to be registered should be of FEU, NF, or BP quality and this should be indicated on the applications for registration. In the absence of this, the method of analysis should be submitted. (See corrollary in Article 23, below).

Article 16 It is understood that in applying for registration, the participants accept without any reservations all of the clauses contained in these Regulations and should indicate this in writing in their application.

CHAPTER II

PERTAINING TO WARNINGS AND EXCLUSIONS FROM THE REGISTER OF SUPPLIERS OF CCSS CHEMICAL-PHARMACEUTICAL PRODUCTS

(INCLUDING RAW MATERIALS)

Article 17 Warnings will be given to those suppliers for lapses as determined by Article 258 of the Administrative Contracts Regulations.

Article 18 Lapses by suppliers will make them liable to suspension for one to five years as determined by Article 260 of the Administrative Contracts Regulations.

Article 19 The following will be excluded from the Register of Suppliers for up to ten years:

a. Those suppliers who for the second time do not meet the specifications given in the applications for registry and who were rejected in part or in full by the Quality Control Department.

b. Those suppliers who for the second time do not meet the scheduled delivery dates, unless they have previously notified the CCSS and it has consented to the change.

c. Those suppliers who have delivered the product in the proper way and whose product does maintain its potential for the whole of its shelf life, under proper storage conditions.

Article 20 The exclusions stated above, as well as any change of in the registration of a supplier, will be immediately reported to the General Accounting Office of the Republic, the Auditor of the CCSS and to the interested party.

Article 21 The CCSS will only accept replacement for articles rejected by the Quality Control Department; this should be carried out within the period specified by the Institution.

Article 22 The Institution will charge those persons or participating firms for the costs incurred for the previous item and for delays in scheduled deliveries, making use of the performance bond, without thereby precluding other administrative or legal actions.

CHAPTER III

PERTAINING TO THE SUBMISSION OF SAMPLES AND SCIENTIFIC INFORMATION

Article 23 The applications for registration should be accompanied by samples and scientific information. Included as such is the method of analysis when the product is not considered official in the pharmacopoeia of the United States of America -FEU- and its supplements, in the National Form N.F., of the same country, or in the pharmacopoeia of Britain -BP-. In each case reference should be made to the latest edition.

Article 24 It is not possible to return the samples since they will be utilized by the Quality Control Department.

Article 25 Upon submitting the application for registration in the Register of Suppliers, the samples should be gathered in the minimum quantities listed below:

a.	Tablets or capsules	80 units
b.	Liquid, topical or oral preparations	6 bottles
c.	Liquid preparations for parenteral use with a volume of under 50 ml., phials or bottle-phial	20 units
d.	Liquid preparations for family use with a volume greater than 50 ml., phials or bottle-phials	5 units
e.	Lyophilized preparations or those to be reconstituted	10 units
f.	Ointments and creams	10 tubes
g.	Suppositories	20 units
h.	Granulated solutions	5 units
i.	Milk, formulas and dietetic preparations	5 units
j.	Parenteral solutions	12 units
k.	Reactive strips, boxes or bottles	3 units
l.	Biologicals (blood factors, gama gobulin, etc)	3 units

Article 26 The samples submitted can have provisional labels, however, upon being delivered the merchandise should meet the following requirements; labels in Spanish, with the directions for use for each one and stating, "Property of CCSS" or the initials CCSS in a visible place.

Article 27 The supplier should have a sufficient number of samples to be used as supplements in whatever amounts for ten working days after the date on which the extra samples are requested which are necessary to carry out new analyses. The samples of raw materials in as far as quantity, will be set for each product separately.

Article 28 The CCSS will charge the applicant for each analysis of samples submitted with the application for registration on the Register of Suppliers in accordance with the rates established by the Ministry of Health.

Article 29 The Quality Control Department of the CCSS will be able to restore perishable medications before analyzing them as long as the manufacturer approves of this.

CHAPTER IV

PERTAINING TO INSTRUCTIONS TO BE FOLLOWED BY AWARDEES IN SUBMITTING, PACKING AND DELIVERING MERCHANDISE

Article 30 For greater protection, raw material that is powdered or granulated should be sent in sealed polyethelyne bags contained in small barrels or fiber drums with metal tops and bottoms. Raw material that comes in the form of paste should be sent in a sealed double polyethelyne bags contained in small barrels of the same type mentioned above.

Article 31 Liquid or semi-solid raw material should be sent in the type of container specified according to particular cases be it a metal container or a glass or polyethelyne demijohn.

Article 32 All raw material should clearly specify on the packaging and on the container the generic name of the product, the name of the manufacturer, the name of the exporter, the country of origen, the batch number, the date of manufacture, and whether the product requires refrigeration, or any other special characteristic for transport or storage, the quantity in kilogrammes, litres, etc., and the statement, "Property of CCSS" or the initials CCSS.

Article 33 For suppositories, the generic name, strength, batch number and date of manufacture should be on the container of each unit.

Article 34 For solutions in bottles or bottle-phials for parenteral use, the generic name, strength, method of application, batch number and date of manufacture should be on the container of each unit.

Article 35 Inflammable, explosive, corrosive, poisonous, and toxic products should have a special label indicating the nature of the product in the container.

Article 36 To the bill accompanying the merchandise, the applicant should add the Ministry of Health registration number(s) for the products being sent in order to facilitate their removal from storage.

Article 37 For the purposes of analysis of the merchandise delivered to the General Warehouse, the charge for the first analysis will go to CCSS and subsequently to the supplier, in accordance with the rates established by the Institution for this purpose.

Article 38 Manufacturers of antibiotics and other medication submitted as powder or liophylized to be dissolved as used should indicate on the label at least the following:

Powder for suspension:

a. Net contents of bottle.
b. Volume of reconstituted solution.

c. Quantity of medication per 5 ml.
d. Date of manufacture.
e. "Shake well before using" in a prominent place.
f. Batch number.
g. Shelf life of the reconstituted solution at room temperature and when refrigerated.

Injections:

Powder of lyophylized products to be disolved as used:

a. Quantity of powder per bottle.
b. Volume of the reconstituted solution.
c. Type of dilutant that should be used.
d. Volume of dilutant necessary for each bottle.
e. Methods of application.
f. Date of manufacture.
g. Batch number.
h. Shelf life at room temperature and when refrigerated, once the solution has been prepared.
i. Strength indicated on each bottle.

CHAPTER V

PERTAINING TO PURCHASING PROCEDURES

Article 39 The Departamento de Aprovisionamiento will request by mail, telephone, telex or any other means, the registered suppliers to provide written price quotations which should contain the following information: unitary and total price, date of shipment from factory, method of shipment, domestic port of arrival, date of delivery to the country as of receipt of the purchase order and whatever other information it deems pertinent.

Article 40 Bids should be submitted to the Departamento de Aprovisionamiento in a sealed envelope, indicating the reference number of the order. In accordance with when they arrive the offers will be stamped by the Department's clock giving the Central Office time. Late bids will be disqualified.

Article 41 The bids should be submitted in the original with two additional copies. They can be sent on offical paper with official stamps, or on the form that is distributed to interested parties for this purpose, or by telex, affixed with the necessary official stamps. Additional sheets with clarifications will be accepted if they are affixed with the proper stamps. The offers should be submitted within a maximum of three working days after the interested party has received the invitation to participate.

Article 42 The opening of bids will take place on the date and time set in the order reference.

Article 43 The bids will be in effect for at least 60 days. The method of payment will be established in accordance with the provisions of Chapter VIII, Article 67 of these Regulations.

Article 44 The suppliers should have proof from the Administrative Costs Office or Branches or a copy certified by a notary public that they are up to date in payment of the debts they may owe to the Institution (Law No. 6914 of December 21, 1983).
Similarly, they should have a sworn declaration stating that they are up to date in the payment of direct taxes as referred to in Article VI of Law No. 3173 of August 12, 1963 (Art. 94 of the Administrative Contracts Regulations).

Article 45 The price quotations for merchandise to be imported shall be in the currency of the country of manufacture, in order to make comparisons and as a reference prices should also be quoted in dollars, in accordance with the official exchange rate on the day in which the statement is delivered.

Article 46 The price quotations for each item shall indicate unitary and total prices, costs and freight, domestic port (indicating which port). The prices shall be stated in numbers and letters. In case of a discrepency the amount expressed in letters will prevail. Shipment can made via sea, land, or air.

Article 47 In case of shipment by sea, the agent of the manufacturers in the United States shall indicate in their bids that they consent to payment of the sea freight in colones.

Article 48 The prices indicated on the price statement or bid should be final, free of any inconsistencies; in no way will modification of the prices be allowed after the bid has been submitted. As a result, they cannot be subject to the approval of the seller, be it the manufacturer, exporter or distributor.

Article 49 In no way can insurance costs be included, because CCSS assumes all of the risks inherent in an order.

Article 50 In case of items whose quantity must be adjusted to a particular kind of packaging or whose production can fluctuate, the supplier may quote up to five per cent more or less than the quantity set in the request for a price quotation.

Article 51 Statements which quote prices FOB or FAS or which condition prices CIF, will not be considered unless the award is for less than a thousand dollars in which case the corresponding transport costs should be indicated.

Article 52 The bids shall not include any type of tax, with the exception of domestic laboratories who are subject to sales and consumption taxes.

CHAPTER VI

PERTAINING TO ADJUDICATION

Article 53 A commission made up of the following people will be responsible for recommending adjudication among the firms who bid:

a) Director of Material Resources or his chosen representative.
b) Director of Therapeutic Qualifications or his chosen representative.
c) Chief of the Departamento de Aprovisionamiento or his chosen representative.
d) Chief of the Pharmacy Division or his chosen representative.

The adjudication of the corresponding purchase will be carried out by the Chief of the Departamento de Aprovisionamiento, the Director of Material Resources, the representative Manager or the Board of Directors, according to the rules established by the Board with regard to the sum of each purchase and the office carrying out the adjudication.

Article 54 The recommendation to adjudicate will be issued by the Commission at the end of five working days starting at the close of bidding.
The General Accounting Office of the Republic will authorize contracting at the end of five working days after receipt of the recommendation to adjudicate.
The chosen firm will be notified of the adjudication within a maximum of ten working days after receipt of confirmation by the Accounting Office through any of the means mentioned in Article 38 of these Regulations.
In special cases, the CCSS's Auditor will have authority to approve adjudication, as long as it gives notice to the General Accounting Office within the following twenty four hours, in accordance with the provisions of Law No. 6914 of December 21, 1983, Article 72, sub-paragraphs a), b), and ch).

Article 55 Price will be an important factor in comparing the bids, although it alone will not determine which is chosen, given that other factors such as length of delivery, the past record of the suppliers, fulfilment of past contracts awarded them by the CCSS, the quality of the product delivered and the guarantees offered will also be taken into consideration.

Article 56 In accordance with Article 102, sub-paragraph e) of the Fiscal Administration Law of the Republic, the CCSS reserves the right to reject all bids, to make partial awards, as it sees fit.
In the event of partial award, the CCSS, according to its needs and interests, will adjust the deliveries in proportion to those stated in its offer.
Quantities larger than those contained in the offer can be awarded with the written consent of the awardee and the approval of General Accounting Office (Article 233 of the Administrative Contracting Regulations).

Article 57 Throughout the process of adjudication all statements issued by the CCSS's Department of Quality Control shall be considered official.

Article 58 The awardees should provide a stamp when withdrawing their respective purchasing orders. (Article 17 of Law No. 3550 of January 6, 1966).

Article 59 The awardees should provide tax records showing that they are up to date in paying income and local taxes. (Article 6 of Law No. 3173 of August 12, 1963).

Article 60 Any resolution adopted by the Administration which undermines the adjudication agreement shall be upheld by the authority vested in it by Article 131 of the Administrative Contracting Regulations.

CHAPTER VII

PERTAINING TO THE PERFORMANCE BOND

Article 61 The supplier must deposit a performance bond which will be 5% of the total amount of the contract and whose equivalent amount in domestic currency will be established according to the official rate of exchange. The bond shall be delivered to the Departamento de Aprovisionamiento, within eight working days after receipt of notification to do so. If the awardee fails to comply with this provision, the CCSS can annul the contract and initiate new purchase procedures with the other participants who submitted bids. If this were to happen, the defaulting firm would become liable to the sanctions mentioned in these Regulations.

Article 62 The bond can take the form of a certificate of deposit in installments, a guaranteed bond from a domestic bank, bonds issued by the Government or one of its agencies, certified check by a domestic bank, cash deposited in a domestic bank to the order of the CCSS, accompanied by its respective voucher, or direct deposit to the CCSS.

Article 63 The performance bond should be provided independently for each purchase and will be in effect for four months after the purchase order as a whole has been officially approved.

Article 64 The performance bond may be constituted by colones, dolars, or the currency of the country where the merchandise originates.

Article 65 The amount of the performance bond will be calculated in accordance with the rate of exchange provided for in the Currency Law and Article 61 of the Administrative Contracting Regulations. Under no circumstances will the CCSS pay interest on the deposit of the performance bond.

Article 66 If the performance bond were to come into effect before the termination of the contract due to default, the contractor would be obligated to provide a new bond for the same amount if he wanted to continue implementing the contract.

Article 67 The performance bond will be returned within 120 calendar days following the date on which the CCSS deems the contract to be have been implemented to its complete satisfaction.
In those cases where the performance bond is not reclaimed by the interested party within the required period, the latter will be billed for the costs of maintaining custody of the title to the securities.

CHAPTER VIII

PERTAINING TO THE METHOD OF PAYMENT ABROAD AND LOCALLY

Article 68 For abroad, the form of payment will be sight draft through the banks in the domestic banking system, to be issued upon receipt of the merchandise in domestic ports. Alternatively, the CCSS will accept the offer to pay through bills of payment of 60, 90, 120, 150 and 180 days, under the complete responsibility of the buyer. In those cases where it is deemed appropriate, and in the interests of the CCSS, letters of credit or letters of credit in installments will also be accepted.
Locally, purchases will be paid by check within twenty two days upon provision of soecial bills charged to the CCSS and the orginal bills of the selier.

CHAPTER IX

PERTAINING TO THE METHOD AND PROCEDURES FOR AUTHORIZATION BY THE GENERAL ACCOUNTING OFFICE

Article 69 For the purposes of authorization by the General Accounting Office of the Republic, the CCSS will provide an application for each contract containing a file on the bidding procedure. This file will be composed of the following:

a. Call for price quotations,
b. Bids received,
c. Opening of Bids,
d. Legal and formal qualification of bids,
e. Recommendation signed by the Members of the Commission,
f. Certification of the budget,
e. Any other additional docment.

CHAPTER X

Article 70 The Fiscal Administration Law and the Administrative Contracts Regulations will apply to that which is not foreseen and provided for in these Regulations.

Article 71 These Regulations will go into effect as of September, 1984.

PROVISIONAL MEASURE I: For the purposes of article 2 of the present Regulation, applications will be accepted in 1984 without interruption.

PROVISIONAL MEASURE II: During 1984, all applications which meet the requirements specified in Chapter I of these Regulations will be provisionally accepted until the quality control analyses of the samples provided can be completed.

ANNEX A
ADDITIONAL REQUIREMENTS AND CONDITIONS FOR U.S. OFFERORS

ANNEX A

ADDITIONAL REQUIREMENTS AND CONDITIONS FOR U.S. OFFERORS

These additional requirements/conditions must be met by U.S. offerors to enable the Costa Rican Social Security Administration (CCSS) to ensure compliance with AID procurement regulations and pay potential U.S. awardees in dollars made available under the AID loan 515-T-042. Given the possibility that U.S. offerors could also be awarded orders not financeable under this loan, the CCSS requests that offerors meet all the requirements of this Request for Quotations (RFQ). Only when a contract is financed using AID loan funds do any of these additional requirements substitute for any of the articles contained in the General Public Bid Requirements of the CCSS, and only then, as noted in this Annex.

1. Definitions

Set forth below are the terms used in the contract and reference to them shall be interpreted as follows:

a. "AID" means the Agency for International Development.

b. "Authorized Geographic Code" is AID Geographic Code 941 except that the source and origin of pharmaceuticals will be the United States of America, Code 000.

c. "Contract" means the "Purchase Order" (Bid Award) signed by both bidder and Contracting Agency including all attachments and appendices thereto and all documents incorporated by reference therein.

d. "Contracting Agency" is the Caja Costarricense de Seguro Social.

e. "Supplier" is the person or firm supplying the equipment and materials called for under this contract.

2. Governing Law and Language

a. This contract, when financed using AID Loan funds shall be interpreted in accordance with the law of Costa Rica.

b. The Spanish language version of this contract shall govern when financed using AID loan funds. All notices pursuant to the provisions of this contract shall be in Spanish.

3. Legal Effect of AID Approvals and Decisions

The parties hereto understand that the contract has reserved to AID certain rights such as, but not limited to, the right to approve the terms of this contract, the Supplier, and any or all plans, reports, specifications subcontracts, bid documents,

drawings, or other documents related to this contract and the project of which it is part. The parties herto further understand and agree that AID, in reserving any or all of the foregoing approval rights, has acted solely as a financing entity to assure the proper use of United States Government funds, and that any decision by AID to exercise or refrain from exercising these approval rights shall be made as a financier in the course of financing this project and shall not be construed as making AID a party to the contract. The parties hereto understand and agree that AID may from time to time, exercise the foregoing approval rights, or discuss matters related to these rights and the project with the parties jointly or separately, without thereby incurring any responsibility or liability to the parties jointly or to any of them. Any approval (or failure to disapprove) by AID shall not bar the Contracting Agency or AID from asserting any right, or relieve the Supplier from any liability which the Supplier might otherwise have to the Contracting Agency or AID.

4. Payment

a. Request for Payment

Full and immediate payment will be made to the Supplier under this contract (AID Loan funds) through a commercial Letter of Credit issued by a U.S. bank in U.S. dollars upon presentation of the following documents to the bank:

1. Four copies of commercial invoice showing the Supplier's Costa Rican registry number and Purchase Order number. In the case of Chemicals/Phamaceuticals the invoice must show the FDA number, the USP number and/or NF number. All Pharmaceuticals must be described generically.

2. Certification, by or for the supplier, endoresed or attached to each invoice, as follows:

"The undersigned supplier, or agent acting in behalf of and authorized to bind the supplier, agrees with and certifies to AID that he/she has complied in full with each of the special requirements for AID financing of drug substances and/or products (AID special Provision 40.1); guarantees that, on date of shipment, no item for which payment is now claimed is adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, and is not an article which may not, under provisions of Sections 404 or 505 of that Act, be introduced into interstate commerce; and will, with respect to violation of any such rerqurement or guarantee make, upon demand, full and complete refund to AID of any sum received by the supplier as AID financing for any product which is the subject of such a violation."

3. Three original and one copiy of the Ocean Bill of Lading or one original and three copies of Bills of Lading (Airway, charter party, railway, barge or truck) or parcel post receipt evidencing prepaid shipment from the source country or

free port or bonded warehouse to the host country. The Bill of Lading shall indicate the carrier's complete statement of charges including all relevant weight, cubic measurements, rates, and additional charges whether or not freight is financed by AID.

In addition, when shipment is effected from a free port or bonded warehouse, the supplier is to submit a copy of the bill of lading, bearing a notation of the freight costs, covering shipment from the source country to the free port or bonded warehouse and, if the free port or bonded warehouse is located within the host country, accompanied by a delivery receipt evidencing release from the free port or bonded warehouse to the Supplier. The date of the delivery receipt will be considered as the shipment date from the transaction and, therefore, must be dated within such delivery period as may be specified in the Letter of Credit.

2. Four originally signed copies of the "Supplier's Certificate and Agreement with AID for Project Commodities/Invoice and Contract Abstract" (Form AID 1450-4)for commodities and commodity-related services (i.e. insurance and transportation);

3. The originally signed and three copies of the "Application for Approval of Commodity Eligibility" (Form AID-11) approved by AID's Office of Commodity Management (SER/COM) in Washington, D.C.

b. Partial Payments

The Supplier may request partial payments upon delivery and acceptance of each portion of the order as specified in the Award (purchase order). The Supplier shall submit the documentation required by paragraph a. above with the request.

5. Clearance Documentation

a. The following clearance documentation shall be airmailed promptly following shipment to the indicated address so as to arrive in advance of the air and/or sea shipments:

1. Caja Costarricense de Seguro Social, Apartado 10105, San Jose, Costa Rica, Attn: Desalmacenaje de Farmaceuticos, shall receive one (1) copy of the packing list, one (1) copy of the invoice and one (1) copy of the Air Waybill or Ocean Bill of Lading.

6. Audit and Records

a. The supplier shall maintain books, records. documents, and other evidence and shall apply consistent accounting procedures and practices sufficient to reflect properly all transactions under or in connection with the contract. The foregoing constitute "records" for the purpose of this clause.

b. The Supplier shall maintain such records during the contract term and for a period of 3 years after final payment. However, records which relate to disputes, appeals, litigation or the settlement of claims arising out of the performace of this contract shall be retained until such appeal, litigations or claims have been finally settled.

c. All records shall be subject to inspection and audit by athe Contracting Agency (or its authorized agents) at all reasonable times. The supplier shall afford the Contracting Agency proper facilities for such inspection and audit. If this is a fixed price contract, it is not subject to audit of costs (except for any cost reimbursement items) but is subject to audit for compliance with other provisions of this contract.

d. The Supplier further agrees to include in all its subcontracts hereunder a provision that the subcontractor agrees that the contracting Agency or any of its authorized agents, shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine any records of such subcontrator invoicing transactions related to the subcontract.

7. Assignment

The Supplier may not assign its obligation to perform under the contract except with the prior written consent of both the Contracting Agency and AID. The Supplier may not assign its rigths to receive payment under the contract except with the prior written consent of both Contracting Agency and AID.

8. Nationality and Source

a. Eligibility of Suppliers

1) No equipment, materials or services shall be eligible for AID financing if offered by a supplier or subcontractor included on any list of suspended, debarred, or ineligible offerors used by AID.

2) The supplier and any subcontractors (s)* must be:

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*The source and nationality rules do not apply to suppliers of incidental services related to the propcurement of equipment when these services are included as part of this contract; incidental services are defined as the installation or erection of AID-financed equipment, or the training of personnel in the mainteneance, operation or use of such equipment. However, citizens or firms of any country not included in AID Geographic Code 935 are ineligible to supply incidental services.

a) An individual who is a citizen or legal resident of a country or area included in the authorized geographic code;

b) A corporation or partnership organized under the laws of a country or area included in the authorized goegraphic code;

c) A controlled foreign corporation, i.e. any foreign corporation of which more than 50 percent of the total voting power of all classes of stock is owned by United States shareholders within the meaning of Section 957 et seq. of the Internal Revenue Code (26 U.S.C. 957); or

d) A joint venture or unincorporated association consisting entirely of individuals, corporations, or partnerships which fit any of the foregoing categories.

3) Citizens or firms of any country not included in AID Geographic Code 935 are ineligible as suppliers, contractors, subcontractors, or agents, in connection with AID-financed contracts for goods or services. However, non-U.S. citizens legally admitted for permanent residence in the United States are eligible.

b. Eligibility of Commodities

1) Definitions

a) Source

"Source" means the country from which a commodity is shipped to the Cooperating Country or the Cooperating Country itself if the commodity is located therein at the time of purchase. However, where a commodity is shipped from a free port or bonded warehouse in the form in which received therein, "source" means the country from which the commodity was shipped to the free port or bonded warehouse.

b) Origin

The "origin" of a commodity is the country or areas in which a commodity is mined, grown or produced. A commodity is produced when through manufacturing, processing, or substantial and major assembling of components a commercially recognized new commodity results that is substantially different in basic charactieristecs or in purpose or utility from its components.

c) Componentry

"Components" are the goods that go direcly into the production of a produced commodity.

2) Rule

All equipment and materials shall have their "Source" and "Origin" in an authorized country and meet the following componentry rules:

a) If the commodity contains no imported component, it is eligible for financing under the contract.

b) Unless otherwise specified for the particular procurement, components from the United States, other countries included in AID Geographic Code 941, and the Cooperating Country may be utilized in unlimited amounts regardless of the geographic code authorized.

c) Unless procurement is authorized from countries included in AID Geographic Code 899, components from free world countries not included in AID Geographic Code 941 are limited according to the following rules:

i) The are limited only if they are acquired by the producer in the form which they are imported.

ii) The total cost of such components for the producer of the commodity (delivered at the points of production of the commodity may not exceed 50 percent of the lowest price (excluding the cost of ocean transportation and marine insurance) at which the Supplier makes the commodity available for export sale (whether or not financed by AID).

iii) AID may prescribe percentages other than 50 percent for specific commodities.

d) No commodity shall be eligible for financing under this contract if it contains any component from a country not included in AID Geographic Code 935.

e) No Chemical/Pharmaceutical product shall be eligible for financing under this contract should it infringe on U.S. patents.

f) Chemical/Pharmaceutical products must conform to the AID special provision 40.1 and 40.2 (See Annexes).

c. Delivery Services (WHEN CHEMICALS/PHARMACEUTICALS ARE FINANCED UNDER THIS LOAN, SUBSTITUTE THESE REQUIREMENTS FOR THOSE OF ARTICLE 12.)

1) With respect to ocean or air freight, "source" means the flag of the vessel, carrier or aircraft.

2) Ocean Freight

a) AID will finance ocean transportation cost only when such costs meet the requirements of this paragraph b.

i) When the authorized source for procurement is Code 000, AID will finance ocean transportation costs only on U.S. flag vessels.

ii) When the authorized source for procurement is code 941, AID will finance ocean transportation on vessels under flag registry of the U.S., the host country and countries in Geographic Code 941.

iii) AID policies restrict the eligibility of certain commodities to U.S. source only. When such commodities are purchased under agreements which normally authorize Code 941 procuremernt of commodities, AID will finance the ocean transportation costs in accordance with (ii) above.

iv) Unless AID determines that privately owned United States-flag commercial ocean vessels are not available at fair and reasonable rates for such vessels, then:

at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tanker) financed by AID which may be transported on ocean vessels will be transported on privately owned United States- flag commercial vessels and; at least fifty percent (50%) of the gross freight revenue generated by all shipments financed by AID and transported to the territory of the contracting Agency on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of this subsection must be achieved with respect to any cargo transported from U.S. ports and also any cargo transported from non-U.S. ports, computed separately.

b) when shipment is made under a through bill of lading issued by an eligible flag carrier, AID will finance costs incurred on vessels under flag registry of any free world country if the cost are part of the total cost paid to the eligible flag carrier.

3) Air Freight

When the geographic Code is 000 the Supplier will use U.S. flag air carriers to the extent they are available as set forth in the Clause of the contract entitled "Air Travel and Transportation". When the Geographic Code is 941 the supplier will use U.S., host country and code 941 flag carriers to the extent they are available as set forth in the clause entitled "Air Travel and Transportation". Code 899 flag carriers may be used when the others are not available.

4) Charters

All air or ocean charters, covering full or part cargo, for the transport of equipment, materials, or other goods procured for the performance of this contract must be approved by AID in writing prior to shipment.

5) General Transportation

Unless otherwise authorized, AID will not finance any transportation costs:

a) For shipment beyond the point of entry in the host country except when intermodal transportation service covering the carriage of cargo from point of origin to destination is used and the point of destination is established in the carrier's tariff and stated in the "through bill of lading";

b) On a transportation medium owned, operated or under the control of any country not included within Code 935;

c) On any vessel designated by AID as ineligible to carry AID-financed cargo; or

d) Under any ocean or air carrier covering full or part cargo which has not received prior approval by the Office of Commodity Management, AID/W.

9. Air Travel and Transportation

a. The Supplier shall utilize U.S., host country or Code 941 flag carriers for international air transportation (except when commodity source/origin is restricted to Geographic Code 000) of personnel (an their personal effects) or property to the extent service by such carrier is available, in accordance with the following criteria:

1) Passenger or freight service by a U.S. flag carrier is considered available even though:

a) Comparable or different kinds of service by a non-U.S. flag air carrier cost less, or

b) Service by a non-U.S. flag air-carrier can be paid for in excess foreign currency, or

c) Service by a non-U.S. flag air carrier is preferred by the Supplier or traveler needing air transportation, or

d) Service by non-U.S. flag air carrier is more convenient for the Supplier or traveler needing air transportation.

2) Freight service by U.S. flag air carrier will be considered to be unavailable:

a) When no U.S. flag air carrier provides scheduled air freight service from the airport serving the shipment's point of origin and a non-U.S. flag air carrier does.

b) When the U.S. flag air carrier (s) serving the shipment's point of origin decline to issue a through airway bill for transportation to the shipment's final destination airport.

c) when use of a U.S. flag air carrier would result in delivery to final destination at least seven days later than delivey by means of a non-U.S. flag air carrier.

d) When the total weight of the consignment exceeds the maximum weight per shipment which the U.S. flag air carrier will accept and transport as a single shipment and a non-U.S. flag air carrier will accept and transport the entire consignment as a single shipment.

e) When the dimensions (length, width, or height) of one or more of the items of a consignment exceed the limitations of the U.S. flag aircrafts's cargo door opening, but do not exceed the acceptable dimensions for shipment on an available non-U.S. flag scheduled air carrier.

b. In the event that the supplier selects a carrier other than a U.S. flag air carrier for international air transportation, it will include a certification on the invoice involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG CARRIERS

I hereby certify that transportatioan service for personnel (and their personal effects) or property by U.S. flag air carriers was unavailable for the following reasons:
(State Reasons)

c. The terms used in this clause have the following meanings:

1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside the United States.

2) "U.S. flag air carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.

d. The Supplier shall include the substance of this clause, including this paragraph d., in each subcontract or purchase order hereunder, which may involve international air transportation.

10. Subcontracts

a. Subcontracts must comply with the nationality, source, origin, and componentry rrequirements of this contract. The Supplier agrees to include the following provisions of this contract in all subcontracts hereunder:

Article "26"
"Air Travel and Transportation"
"Nationality and Source"

b. All subcontracts and purchase orders in excess of $100,000 shall only be awarded with the prior written consent of the contracting Agency and AID and such consent, if given, shall not relieve the Supplier from any liability or obligation under this contract.

11. Markings

a. The Supplier shall be responsible for assuring that all commodities to be furnished under this contract and their shipping containers carry the official AID emblem and for correctly marking goods and shipping containers. Emblems shall be affixed by metal plates, decal, stencil, label, tag, or other means depending upon the type of commodity or shipping container and the nature of the surface to be marked.

b. The emblem placed on the commodities shall be as durable as the trademark, company or brand name affixed by the manufacturer and the emblem on each shipping container must be affixed in a manner which assures that it will remain legible until the container reaches its destination. Such containers shall display the last set of digits of the identification number of the pertinent implementing documents in characters equal in height to the shipper's marks.

c. The marking of packages and cases shall be as follows:

Port/Airport of Shipment.....
Port/Airport of Destination.....
Consigner.....
Consignee.....
Contract No.....
Gross Weight.....
Net Weight.....
Package/Case No.....

12. Packing

All materials and equipment must be properly prepared for export to withstand exposure to the elements and rough handling during ocean or air shipment. Such packing must be sufficient to insure safe arrival at destination and fully cover such hazards as extreme temperatures and/or possible corrosion due to salt air or open storage.

13. Inspection

a. All supplies (including raw material, components, intermediate assemblies and end products) shall be subject to inspection and test by or on behalf of the Contracting Agency at the expense of the Contracting Agency prior to shipment. aThe Contracting Agencty will notify the Supplier in writing of the names of any inspectors or inspection firms, It is understood that inspection and testing shall not in any way release the Supplier from any warranty or other obligations under this contract.

b. If any inspection or test is made by or on behalf of the contracting Agency on the premises of the Supplier, the Supplier shall provie all reasonable facilities and assistance for the safety and convenience of the Contracting Agency or its inspectors in the performance of their duties without additional charge.

14. Notice of Conditions Interfering with Performance

The successful offeror shall promptly notify the purchaser of:

a. Any conditions which interfere or which it is reasonable to believe will interfere with complete and timely performance of contract, and

b. What steps are being taken to correct or mitigate any such condition.

15. Force Majeure

a. Except with respect to default of subcontractors, the Supplier shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Supplier (Force Majeure) and if the Supplier, within 20 days from the beginning of any such Force Majeure notifies the Contracting Agency of such prevention of performance and the cause thereof. Such causes may include, but are not restricted to, acts of the Borrower/Grantee in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Supplier. If the failure to perform is caused by the fault of a subcontractor and if such default arises out of causes beyond the control of both the Supplier and the subcontractor and without the fault or negligence of either of them (Force Majeure) and the Supplier, within 20 days from the beginning of any such Force Majeure notifies the Contracting Agency of such prevention of performance and the cause thereof, the Supplier shall not be liable for any excess costs due to the failure to perform, unless the supplies or services to be furnished byas the subcontractor were

obtainable from other sources in sufficient time to permit the Supplier to meet the required delivery schedule.

b. In the event of a Force Majeure, the Supplier, unless otherwise directed by the Contracting Agency in writing, shall continue to undetake and perform the duties set forth in this contract as far as is reasonable practical.

c. In the event of a Force Majeure resulting in a suspension of work, this contract shall be extended by a period equal to that for which the Supplier was prevented from performing.

d. The Supplier shall be entitled to reasonable costs incurred as a consequence of a Force Majeure.

e. If the Supplier's inability to perform by reason of Force Majeure lasts for more than 45 days after notice has been given to the contracting Agency, either party may terminate this contract and the Supplier shall be entitled to any sums which would be payable in case of termination of this contract by the Contracting Agency for convenience.

16. Insolvency

In the event of the successful offeror becoming insolvent, purchaser shall be entitled to treat such insolvency from the moment it occurs, as a breach of contract on the successful offeror's part.

17. Termination for Convenience

If at any time during the term of this contract the purchaser determines that it is in the best interest of the purchaser, purchaser shall have the right to terminate this contract in whole, or from time to time in part, by notice to the successful offeror by registered airmail letter. In respect to such of the material that is complete and ready for shipment within thirty (30) days after such notice, purchaser agrees to accept delivery thereof at the contract price and terms. In the case of the remainder of the undelivered material, purchaser may elect a) to have any part thereof completed and take the delivery thereof at the contract price and b) cancel the residue (if any) and pay to the successful offeror a prorated amount of the contract price based upon the state of completion to be certified by him. The successful offeror shall deliver all such material in process of manufacture to purchaser's credit. No payment shall be made by purchaser for any material not yet in process of manufacture on the date notice of termination is received.

18. Termination for Default

a. The purchaser may, by written notice of default to the successful offeror, terminate the whole or part of this contract in any one of the following circumstances:

1. If the successful offeror fails to make delivery of the commodities within the time herein or any extension thereof, or

2. If the successful offeror fails to perform any of the other provision of this contract, or so fails to make progress as to endanger performance of this contract in accordance with the terms and in either of these two circumstances does not cure such failure after receipt of notice from the purchaser specifying such failure (period as the purchaser may authorize in writing). See Article 19 b of the "Regulations Governing The Registration of Suppliers and Procedures for the Purchase of Chemical-Pharmaceutical Products....."

b. In the event the purchaser terminates this contract in whole or in part as provided in paragraph (a) of this clause, the purchaser may procure, upon such terms and in such manner as the purchaser may deem appropriate, supplies similar to those so terminated, and the successful offeror shall be liable to the purchaser for any excess costs for such similar suppliers: Provided, that the successful offeror shall continue performance of this contract to the extent not terminated under the provisions of this clause.

19. Liquidated Damages

If the Supplier fails to deliver the commodities as scheduled in this contract, the Contracting Agency will assess the Supplier liquidated damages in the amount of the performance bond and they will be subject to Articles 17, 18, 19 20, 21 and 22 of the "Regulations Governing the Registration....."

20. Severability

Should any provision of this agreement thereafter be determined to contravene any law or public policy of the United States of America or the Goverment of Costa Rica it shall be determined null and void and the remaining provisions hereof shall continue and remain in full force and effect and be construed to implement to the maximum extent, the intent of the parties expressed herein.

21. Waiver

Failure of either party to invoke or enforce any of the terms of this Agreement shall not be deemed a waiver of its conditions or an amendment of its terms. nor shall a a waiver of any breach of the terms hereof be deemed a waiver of such terms, or of any subsequent breach thereof.

22. Equal Employment Opportunity

The Supplier will not discriminate in recruitment of employment conditions of personnel hired in the United States because of race, religion, color, sex, or national origin and is in compliance with its equal employment opportunity obligations under Executive order 11246 dated September 24, 1965.

23. Vesting of Title and Diversion Rights

AID reserves the right to vest in itself title to the goods financed under this contract, provided that such goods are in a deliverable state and have not yet been off loaded in ports of entry in the cooperating country. AID may direct the carriers to divert these goods to alternative destinations.

ANNEX B
SAMPLE -- "NOTICE OF PERFORMANCE BOND REQUIREMENT"

SAMPLE "NOTICE OF PERFORMANCE BOND REQUIREMENT"

Caja Costarricense de Seguro Social
Departamento de Aprovisionamiento

IFB No.
Date

NOTICE OF PERFORMANCE BOND REQUIREMENT

Sirs:
In accordance with the terms and conditions of our Invitation for Bid (IFB), the deposit of a Performance Bond is required within _____ business days after the date of receipt of this notice. If this requirement is not met, the award will be invalidated.

UNCERTIFIED CHECKS WILL BE NOT BE ACCEPTED AS A DEPOSIT. THE "TIMBRE DEPORTIVO" MUST ALSO BE SUBMITTED IN THE CASE OF A PUBLIC INVITATION FOR BID.

IMPORTANT: This bond must have a validity period of _____.

P.O. No.	Amount	Bond Amt
Totals		

Receipt of funds. No.	Acct No.

Comments:

_____
Dept Aprovisionamiento

Received	Date	Time
Name		

ANNEX C
SAMPLE -- "PURCHASE ORDER/CONFIRMATION OF AWARD"

CAJA COSTARRICENSE DE SEGURO SOCIAL
DEPARTAMENTO DE APROVISIONAMIENTO
TELEFONO 23 40 33 CABLE SESOCA
SAN JOSE, COSTA RICA, C. A.

(Supplier No.) (Order No.) C- 557952

ORDEN DE COMPRA PEDIDO
(purchase order/Confirmation of Award
(IMPORTACION)
(Import)

(Invitation for Bid No.)

(Request for Quotation NO.)

(Negotiated Purchase No.)

(Important Note)

(1. refer to this P.O. No. in all correspondence)
(2. send copies of all invoices and shipping documents by airmail and specify if this is a partial shipment)
(3. all bank charges are to the account of the seller.)
(4. This ddcument is not negotiable.)

(To:)

(Representative)

SIRVASE DESPACHAR POR NUESTRA CUENTA LO SIGUIENTE

(Requisition No.)	U (Unit)	DESCRIPCION DE LA MERCADERIA (Description of the Merchandise)	(Code)	(Quantity)	PRECIO UNITARIO (Unit Price)	TOTAL (Total)

TOTAL EN LETRAS: (Amount in Letters)

MARCAS	DESPACHO (Shipment/Delivery)	CONDICIONES (Conditions)	
LOS BULTOS DEBEN MARCARSE SEGURO SOCIAL COSTA RICA C- 557952	GARANTIA (Bond/Guarantee) (ESTA GARANTIA CUBRE EL CUMPLIMIENTO DE LA ENTREGA EN LA FECHA SOLICITADA ASI COMO LA CALIDAD, MARCA Y DEMAS ESPECIFICACIONES DE LA MERCADERIA DETALLADA EN ESTA ORDEN DE COMPRA)	FORMA DE ENTREGA EN PUERTO NACIONAL (Method of Delivery to National Port FECHAS (Dates) 1 2 3 4	NO ASEGURAR PORQUE NUESTROS PEDIDOS ESTAN CUBIERTOS CONTRA TODOS LOS RIESGOS POR LA POLIZA No. 12012 DEL INSTITUTO NACIONAL DE SEGUROS DE COSTA RICA PRECIO (Price) FORMA DE PAGO (Form of Payment) ADUANA (Customs) VIA DESTINO (Destination)

REVISADO

DEPARTAMENTO DE APROVISIONAMIENTO

C-3

ANNEX D
SAMPLE -- "AID FORM 11"

AID 11 (2-80)

Form Approved
OMB No. 0412-0004

APPLICATION FOR APPROVAL OF COMMODITY ELIGIBILITY

Transaction No. (Assigned by AID)

TRANSACTION IDENTIFICATION

1. AID No.

2. Payment Terms

Letter of Credit		Name and Address of U.S. Bank	Other Payment Terms
No.	Date		

3. Import License

No.	Date

4. Supplier's Relationship to Authorized Source Country

☐ Corporation or Partnership Organized under Source Country Laws ☐ Individual: Citizen or Resident of Source Country ☐ Controlled Foreign Corporation ☐ Other

5. Supplier's Name and Address

6. Importer's Name and Address

7. Contract

Total Amount	Date

8. Shipping Plans as of Time of Application

a. Partial Shipment	b. Loading Port	c. Destination Port	d. Month(s) of Shipment
☐ No ☐ Yes $			

COMMODITY IDENTIFICATION

9. Schedule B 7-Digit Code(s)	10. Commodity Details	11. Unit and Unit Price, FAS/FOB Vessel (Named Port of Loading)
(a)		
(b)		
(c)		
(d)		
(e)		

12. Commodity Condition: ☐ Unused ☐ Other

13. Source

a. Authorized Area	b. Shipped From	c. Produced In

14. Components

a. From Other than 13.a Source	b. If 14.a is "Yes," Country Imported From	c. Cost Per Unit of 14.b Components
☐ Yes ☐ No		

15. Information about Producers and Plants

a. Name of Producer(s) and Location of Plants	b. Size Class of Producer(s)		c. Estimated Value Furnished from Each Plant
	Small Business	Not Small Business	
	☐	☐	

16. Remarks and Additional Information

17. SUPPLIER'S CERTIFICATIONS

As a condition for securing a determination of commodity eligibility preparatory to the receipt by the supplier of funds made available by the United States under the Foreign Assistance Act of 1961, as amended, in payment in whole or in part in the transaction described and for the commodity identified on this form, the undersigned, acting on behalf of the supplier whose name appears in block 5 above and authorized to bind the supplier, agrees with and certifies to AID as follows:

1. The supplier has contracted for the sale of the commodity described on this form to the importer whose name appears in block 6, and the supplier has either attached to this form a copy of such contract or has furnished in block 2 information concerning a letter of credit confirmed or advised in his favor under a payment obligation assumed by the importer in the sales contract.

2. The supplier has filled in the applicable portions of this form and certifies to the correctness of the information shown herein.

3. The supplier agrees that the commodity will be shipped and invoiced in accordance with the information shown herein; that if any change in commodity identification takes place after AID has approved this transaction, the supplier will resubmit this form to AID for review and further approval for financing in light of the changed commodity; and that this Commodity Approval Application which the supplier proposes to use as a basis for securing payment from AID funds, is in every respect the original or true copy of the original application approved by AID. The supplier acknowledges that any commodity, other than a commodity described on this form by the supplier and approved by AID below, is ineligible for AID financing with respect to the sale transaction for which this form must be submitted as a condition for payment.

4. The supplier certifies that he is an individual resident in a country included in the authorized source code; a non-resident citizen of a country included in the authorized source code; a corporation or partnership organized under the laws of a country included in the authorized source code; or a controlled foreign corporation (within the meaning of § 957 *et seq.* of the Internal Revenue Code) as attested by current information on file with the Internal Revenue Service of the United States (on IRS Form 959, 2952, 3646, or any substitute or successor forms) submitted by shareholders of the corporation. If the supplier is a controlled foreign corporation without a regular place of business in the United States, the supplier appoints any shareholder or officer thereof agent for the supplier to receive service of process in the United States in connection with any dispute arising between the supplier and AID and relating to the commodity sale financed by AID.

5. The supplier has not received notice directly by mail or indirectly by publication in the *Federal Register* or otherwise that AID has suspended or debarred him pursuant to AID Regulation 8 (22 CFR Part 208) or that the Treasury Department has placed his name on the Consolidated List of Designated Nationals and thereby rendered him ineligible to receive AID funds. To the best of his knowledge, the supplier has not acquired, and in any event will not acquire, for resale under AID financing the goods described on this form from any supplier suspended or debarred by AID or included on the Treasury List of Designated Nationals or from any affiliate of such a person.

6. The supplier acknowledges that this application, when approved, is not valid for shipments having a delivery date on or after the expiration date shown below.

Typed or Printed Name and Title _____ Signature of Authorized Representative of Supplier _____ Date _____

18. A.I.D. APPROVAL

By the signature and seal which appear below, AID has given limited approval to the sale described on this form. This approval is limited strictly to a determination that the commodity which the supplier has described is of a description, condition, and source eligible for AID financing. This approval and determination of commodity eligibility does not represent an approval of the sale price and does not in any way preclude an AID refund claim based upon a detailed analysis of the transaction upon post-audit in accordance with the provisions of AID. Regulation 1 (22 CFR Part 201). AID expressly reserves to itself such rights as it may have under that Regulation and under such other AID forms as the supplier may be required to submit by the terms of financing documents and by the terms of Regulation 1.

EXPIRATION DATE _____

APPROVED FOR AID _____
Authorized Signature

_____
Date

19. CERTIFICATE FOR PARTIAL SHIPMENT

I hereby certify that the partial shipment for which payment is being requested from AID funds is being made under the contract covered by the original validated form AID-11 of which this is a true copy.

Typed or Printed Name and Title _____ Signature of Authorized Representative of Supplier _____ Date _____

GENERAL INSTRUCTIONS

Requirement for Payment. Section 201.11(k) of AID Regulation 1 declares that a commodity sale transaction is eligible for AID financing only if AID provides a determination of the commodity eligibility on the Commodity Approval Application. Section 201.52(a)(8) of the Regulation states that to secure payment in connection with any sale governed by the Regulation, a supplier must submit to the paying bank the signed original of this form, countersigned by AID. As appropriate, a reproduced copy of the validated form, certified as provided in the second paragraph below, is required with each subsequent claim for partial shipments made under the original validated form AID-11.

Approval by AID. To secure AID approval, a supplier must submit signed and properly executed original and one copy of the form, addressed to the Agency for International Development, Office of Commodity Management, Washington, D.C. 20523, or to the alternative direct mail address published in AID Small Business Memorandums. AID will indicate its approval in block 18 of the form if the form is properly executed and if AID has no objection to financing the described commodity. If AID refuses approval, the Agency will return the form to the supplier with an explanation for the refusal. In either case, an identification number will be assigned by AID in the upper right-hand corner of the form. Any follow-up correspondence between the supplier and AID should refer to this number.

Partial Shipments. In the event a supplier expects to make more than one shipment under a single contract, letter of credit, or collection document, he may either submit a separate form AID-11 covering each shipment, or submit a single form AID-11 covering the entire contract. In the latter case, the original AID-approved form will be presented to the paying bank with the supplier's first request for payment and a reproduced copy of the approved form, properly certified in block 19, will be presented with each request for payment for subsequent partial shipments. See detailed instructions for block 8.

Duration of AID Approval. AID approval remains valid for 6 months as evidenced by the expiration date entered by AID in block 18. If the letter of credit is valid for a longer period, upon request from the supplier and submission of a copy of the letter of credit, AID will provide an approved expiration date corresponding to the expiration date of the letter of credit. If the AID approval expires prior to delivery, the supplier must reapply for approval, making reference to the transaction number assigned by AID.

Timing of Submission. Under letter of credit financing the application normally should be submitted subsequent to receiving confirmation or advice concerning the credit, but prior to shipment. The form may, however, be submitted prior to receipt of such credit provided that an original or true copy of the contract with the importer accompanies the application. Under any other method of financing, the application will be submitted following receipt of instructions that the transaction is to be AID-financed and must be accompanied by an original or true copy of the contract with the importer. In no case should the form be submitted prior to the time the supplier is able to furnish all required information in blocks 12 through 15.

Submissions in English Language. Every commodity description which appears on the form must be stated in English. If a supplier furnishes as an attachment to this form a contract in a language other than English, an English translation of the commodity description must also be furnished.

Necessity for Complete Information. All numbered blocks MUST be appropriately completed. If the application contains incomplete blocks, it will NOT be processed but will be returned for completion.

AID Geographic Codes. See § 201.11(b)(4) of AID Regulation 1 for countries and areas included in geographic code numbers.

Obtaining Forms. Forms may be obtained in limited quantities from banks holding AID letters of commitment, field offices of the Department of Commerce, the AID office in the supplier's country, U.S. Embassies or consulates, local banks, or the Distribution Branch, Agency for International Development, Washington, D.C. 20523. A supplier may reproduce the form provided the reproduction is identical with the original copy in every respect, including size, color, and format. A supplier may overprint his name and address in block 5.

INSTRUCTIONS RELATING TO SPECIFIC ITEMS

BLOCK 1: Enter the letter of commitment number or Project Implementation Order number, as applicable. If neither is available, enter the loan or grant agreement number. AID cannot act on an application unless one of these numbers is provided.

BLOCK 2: Indicate the method of financing. If by letter of credit, enter the letter of credit number assigned by the U.S. bank, the date the bank issued, advised, or confirmed the letter of credit, and the name and address of the bank concerned. If the application is submitted prior to receipt of this information, enter the words "Firm contract" and attach a copy of the contract.

If the transaction is not to be financed by letter of credit, enter the applicable payment terms (e.g., sight draft collection, open account) and attach a copy of the contract.

BLOCK 3: The importer should provide the supplier with this information. Generally the import license number appears on the letter of credit. If the information is not known or is not available at the time of submission of the application, enter "Unknown." (In some cases it may be necessary for AID to require this information before approving the application.)

Omit this information and enter "NA" (not applicable) if the importer has not been required by his government to secure an import license.

BLOCK 4: Check the appropriate box to indicate the supplier's relationship to a country in the authorized source code. This information is relevant to certification 4 in block 17. If the box for "Controlled Foreign Corporation" is checked, show the U.S. payment address in block 16. If "Other" is checked, furnish explanation of relationship in block 16.

BLOCK 5: Enter name and address, taking care to center the information in order to permit AID to use a window envelope in returning the form.

BLOCK 7: Enter the total contract sales price, i.e., the total remuneration (in whatever currency and whether paid directly to the supplier or in whole or in part to a designee of the supplier) to be received under the contract. Enter contract date or date the purchase order was accepted.

BLOCK 8: (a) Check the appropriate box to indicate whether the supplier expects to make partial shipments. If "yes" and a separate application form will be submitted for each partial shipment, enter the value of the shipment to which this application relates. If only one application form will be submitted to cover all partial shipments, omit the dollar value.

(b) Enter the proposed loading port. If only the range of ports is known, enter the range of ports; e.g., North Atlantic, South Atlantic, Gulf, Pacific, Great Lakes. If expected that partial shipments will be made, but only one application form is to be submitted, entries under (b) and (c) will relate to the first shipment only.

(c) Enter the proposed destination port.

(d) Enter the month in which it is expected shipment will be made. In the case of partial shipments, indicate the estimated first and last months of shipments; e.g., April-September.

BLOCKS 9 and 10: Enter the U.S. Department of Commerce Schedule B 7-digit code or the AID 10-digit Schedule B-Viet-

nam code, as appropriate, in block 9 and describe the commodity in block 10, giving size, quantity, and a clear word description of the commodity, including any special formula or other distinguishing characteristics such as substandard quality (e.g., reject, imperfect, second) which will help to identify it.

If the contract or the letter of credit identifies the commodity by other than Schedule B code or AID Schedule B-Vietnam code (e.g., Standard International Trade Classification, Brussels Trade Classification, importing country tariff classification), this identification should be furnished as part of the commodity description.

If the commodity description varies significantly within the same Schedule B code, separate entries must be furnished for each commodity.

BLOCK 11: Enter the unit and unit price for the commodity on an FAS or FOB basis for the loading port specified in block 8.b. For other delivery terms, enter a constructive price FAS or FOB vessel; i.e., subtract from a C&F or CIF price estimated ocean freight and marine insurance, or add to an inland price (e.g, ex plant, FOB rail cars (named point)) the estimated inland freight and accessorial costs necessary to place the commodity in the custody of the ocean carrier.

If the supplier is unable to compute a unit price FAS or FOB vessel, the unit price of the commodity may be shown on the basis of the inland price with estimated inland freight cost, if available, footnoted in an explanatory entry in block 16. This alternative is not applicable to certain commodities subject to an eligibility test based on maximum FAS value per unit. (Such commodities are identified in Office of Small Business Memorandums.)

SPECIAL INSTRUCTIONS—MULTI-CODED ITEMS: If the shipment (or contract) is made up of commodities bearing differing Schedule B codes, or if the commodity description varies significantly within the same Schedule B code, separate entries must be furnished for each code or description. When there are six or more items to be listed in blocks 9 through 11, a signed and dated accepted contract, order, invoice, or other separate listing of the information may be attached to the original and copy of the form AID-11, provided the full 7-digit Schedule B code, complete and accurate description of the commodity, and FAS or FOB vessel unit price are shown for each. If the information required by blocks 12 through 15 is not common to all commodities listed, appropriate information related to each such commodity is also required to be shown either on the attachment or in the blocks 12 through 15 and related to the appropriate line of the attachment. If an attachment is used in lieu of entry of the information on form AID-11, complete blocks 9-11 inclusive, and 12-15 inclusive (when applicable) by entering the words "See attachment."

SPECIAL INSTRUCTIONS—BLOCKS 12 through 15: If more than one commodity is listed in block 9, provide information required by blocks 12 through 15 on separate lines in those blocks, identified to the corresponding line on which the commodity is listed in block 9. For example, information concerning a commodity listed on line (c) in block 9 would be identified as line (c) in blocks 12 through 15. When only one form AID-11 is submitted, information in these blocks should be descriptive of the total contract. If a separate form AID-11 is submitted for each shipment under the contract, the information in these blocks should cover only that single shipment.

BLOCK 12: Enter check mark in the appropriate box to indicate the condition of the commodity. If the commodity is other than unused, describe the condition in the space below or in block 16. For this purpose, any commodity declared surplus by a U.S. Government agency and any commodity containing rebuilt or rehabilitated components are not considered as "unused."

BLOCK 13: See § 201.11(b)(4) of AID Regulation 1 for countries and areas included in geographic code numbers.

(a) Enter in block 13.a the authorized geographic source area as provided by the importer.

(b) Enter in block 13.b the country from which the commodity will be shipped to the importer. If the commodity will be shipped from a free port or bonded warehouse, indicate this fact in block 16 and give the location of the bonded warehouse.

(c) Enter in block 13.c the country in which the commodity has been or will be mined, grown, or produced through manufacturing, processing or assembly.

BLOCK 14: (a) Enter in block 14.a "Yes" if the commodity includes components imported into the country of production from a country not included in the authorized geographic source area indicated in block 13.a. If such components are not included, enter "No."

(b) If block 14.a is "Yes," identify in block 14.b each country from which components were imported into the country of production.

(c) In block 14.c enter the total cost, within each unit of the finished product, attributable to components imported from each country indicated in block 14.b. If the supplier is unable to furnish information required by blocks 14.b and 14.c at the time of submission of the application and no componentry percentage other than the 50 percent set forth in § 201.11(b)(2)(ii) *(b)* of AID Regulation 1 has been authorized for the commodity, AID will accept a statement in these blocks or in block 16 that (1) the commodity contains no components from other than "free world" countries, and (2) the total cost of components imported into the country of production from other than countries included in the authorized geographic source code (or the cooperating country itself whenever Code 941 is authorized) per unit of finished commodity is no more than 50 percent of the lowest selling price per unit at which the supplier makes the commodity available for export. If AID has authorized a percentage for nonsource free world components other than 50 percent, the supplier should state such other higher or lower modification of the percentage rule, with a citation to the pertinent modification; and the actual percentage of nonsource free world components in the product, or an affirmation that the percentage of such components is not in excess of the percentage allowed by AID. The supplier should thereafter be prepared to demonstrate the accuracy of these statements upon request of AID.

BLOCK 15: At the supplier's option, this information may be omitted from the original form and shown only on the duplicate copy which does not leave AID's possession. (a) Enter the name of the producer (e.g., the manufacturer, processor, assembler) and the location (city and State or country) of the plant where produced. "Same as block 5" may be entered when appropriate.

(b) (This information is required only when a U.S. address is indicated in block 15.a. The information is required so that AID can compile information recommended by Congress.) Indicate whether the producer is considered a small business concern for the purposes of U.S. Government procurement. Generally a small business concern is a firm that (1) is not dominant in its field of operations and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by the Small Business Administration. (Code of Federal Regulations, Title 13, Part 121, as amended.) If a producer is unsure of his classification, he may obtain guidance from the nearest field or regional office of the Small Business Administration.

(c) Enter the part of the total commodity value, FAS or FOB vessel port of loading, attributable to the goods furnished from each plant.

BLOCK 16: This block may be used to furnish explanation of, or additional information in connection with, any entries on the form. Identify any explanatory entry to the block (and line, as appropriate) to which it relates.

BLOCK 17: The supplier, or his authorized representative, must manually sign this certification, showing name, title, and date signed.

BLOCK 18: For AID use. Note that AID approval is not valid for deliveries on and after the expiration date shown in this block.

BLOCK 19: If reproduced copies of this original form are presented with the supplier's request for payment (see third paragraph of General Instructions), the supplier or his authorized representative must manually sign this certification in block 19 of the reproduced form, showing name, title, and the date signed.

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ANNEX E

SAMPLE -- "AID FORM 1450-4 INVOICE AND CONTRACT ABSTRACT"

E-3

INVOICE-AND-CONTRACT ABSTRACT

Form Approved
OMB No. 0412-0020

1. COMMODITY SUPPLIER'S NAME AND ADDRESS

2. FOR AID USE

3. AID IMPLEMENTATION NUMBER

4. IMPORTER'S NAME AND ADDRESS

5. VESSEL

6. FLAG

7. PORT OF EXIT

8. COMMODITY INFORMATION

a. Description of Commodity and Schedule B No.	b. Gross Weight	c. Measurement

9. INVOICE INFORMATION	10. CONTRACT INFORMATION	11. SUPPLIER INFORMATION	
a. Number	a. Date	a. Small Business ☐ Yes ☐ No (Complete b)	b. Estimated Value (% of Block 9c) Furnished From Small Businesses _____ %
b. Date	b. Total Amount	c. Minority Business ☐ Yes ☐ No (complete d)	d. Estimated Value (% of Block 9c) Furnished From Minority Businesses _____ %
c. Amount After Discount	c. Source (Country)		

12. INSURANCE INFORMATION		13. TRANSPORTATION INFORMATION	
a. Insured Value	c. ☐ All Risk Rate _____ ☐ War Risk Rate _____ ☐ Other (Specify) _____ Rate _____	a. Vessel Type ☐ Bulk ☐ Berth ☐ Tnsr. ☐ Air	d. Freight Rate
b. Premium		b. B/L or Air Waybill Number	Other Freight Charges
		c. B/L or Air Waybill Date	Total Freight Charges

14. INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILAR PAYMENTS, AND SIDE PAYMENTS

a. Recipient's Name	b. Recipient's Address	c. Amt. Paid or To Be Paid

15. ADDITIONAL INFORMATION AND REMARKS

16. If Certification on other side is made by ☐ carrier or ☐ insurer, type or print name and address of company.

AID 1450-4 (12-80)

INSTRUCTIONS FOR COMPLETING FORM AID 1450-4

Execution of Form. This form is designed for use with the U.S. Standard Master for International Trade. An original and one (1) copy of this form, completed by the following suppliers, as appropriate, *must* accompany each invoice for which payment is requested:

(a) Commodity Supplier - executed by the commodity supplier covering the cost of the commodity, including the cost of any commodity-related service paid by the commodity supplier for its own or the buyer's account;

(b) Transportation Supplier (Carrier) - executed by each carrier or in the case of a through Bill of Lading, the issuing carrier, for the cost of the ocean or air transportation financed by AID;

(c) Insurance Supplier (Insurer) - executed by the insurer, by the insurance broker, or by the commodity supplier *(if the commodity supplier is the insured under an open cargo insurance policy issued by the insurer and is authorized under such policy to bind the insurer by issuing insurance certificates or policies in favor of importers)* for the cost of marine insurance financed by AID when such cost exceeds $50.

The original *must* be signed by a person authorized by the supplier who shall indicate his/her title and certify to his/her authority.

Submission in English Language. The form *must* be completed in the English language *only* and all amounts of money *must* be shown in U.S. dollars

Obtaining Forms. The form may be obtained in limited quantities from banks holding AID Letters of Commitment, from district offices of the Department of Commerce, the AID office in the supplier's country or the Distribution Branch, Agency for International Development, Washington, D.C. 20523. The forms may be reproduced, providing the reproduction is identical in size and format.

INSTRUCTIONS FOR COMPLETING ENTRIES ON INVOICE-AND-CONTRACT ABSTRACT

GENERAL INSTRUCTIONS

Except as provided in the instructions for specific blocks, suppliers *must* complete all blocks or enter the letters 'NA' *(Not Applicable)*, as follows:

Commodity Supplier - Complete all blocks except 12 and 13; ho if the commodity supplier has paid for the transportation and/or ance for its own or the buyer's account block 12 and 13 will also be pleted by the commodity supplier. Block 11 is to be complete when the address in block 1 is a U.S. address.

Transporation Supplier (Carrier) - Complete blocks 1 through 8 a as 13, 14, and 15.

Insurance Supplier (Insurer) - Complete blocks 1 through 8a as w blocks 12, 14, and 15.

INSTRUCTIONS FOR INDIVIDUAL BLOCKS

BLOCK 1: Enter the commodity supplier's name and address. *Ca if the form is executed by the carrier or the insurer, enter the comm supplier's name and address in block 1 and complete block 16.*

BLOCK 2: For AID use *only*.

BLOCK 3: Enter AID implementing document number furnished i Letter of Credit or Importer's instructions. This number will normal the Loan or Grant Agreement number, Letter of Commitment numb the Project Implementation Order number.

BLOCK 4: Enter the importer's name and address. *Caution: on other d ments prepared from the Standard Master, such as the Bill of Lading corresponding block may call for the name and address of the part whom the carrier is to give notice of arrival, when such party is not th porter, be sure to enter the importer's name and address.*

BLOCK 5: Enter the name of the vessel.
BLOCK 6: Enter the flag of registry.
BLOCK 7: Enter the port shown on the Bill of Lading.

BLOCK 8: COMMODITY INFORMATION

a. Enter the description of each commodty and its U.S. Departme Commerce Schedule B number, if available. For multi-item invoices, a summary description of the group of items and the appropriate Sche B number(s), if available.

(Instructions continued on reverse s

CONTINUATION OF INSTRUCTIONS FOR COMPLETING FORM AID 1450-4

b. Enter the Bill of Lading weight.
c. Enter the Bill of Lading measurement.

BLOCK 9: INVOICE INFORMATION
a. Enter the invoice number of the accompanying invoice to which this abstract relates.
b. Enter the invoice date.
c. Enter the net amount for which the supplier seeks payment *(see paragraphs 6 and 7 of the* Supplier's *Certificate)*.

BLOCK 10: CONTRACT INFORMATION
a. Enter the date of the contract.
b. Enter the total contract amount.
c. Enter the country of source.

BLOCK 11: SUPPLIER INFORMATION
This section *must* be completed *only* when a U.S. address is indicated in block 1. The information is required to enable AID to compile reports requested by Congress.

a. Indicate whether the supplier is a small business as defined in FPR Subpart 1-1.7 (CFR Title 41). A small business is an enterprise which (1) is independently owned and operated for profit, is not dominant in its field of operation, and with its affiliates, has no more than 500 employees *(or the higher number of employees designated for specific industry groups in FPR 1-1701-1 [CFR Title 41])*, or (2) is certified as a small business by the Small Business Administration. If the supplier is unsure of its classification, it may obtain guidance from the nearest field or regional office of the Small Business Admininstration.

b. If the supplier is not a small business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are small business concerns.

c. Indicate whether the supplier is a minority business as defined in FPR 1-1.1303 (CFR Title 41). A minority business is an enterprise which is at least 50 percent (50%) owned by minority group members. For the purpose of this definition, minority group members are Negroes, Spanish-speaking Americans, American Orientals, American Indians, American Eskimos and American Aleuts.

d. If the supplier is not a minority business, enter the best estim of the percentage of the total invoice amount paid or to be paid to subc tractors or suppliers of components who are minority business concer

BLOCK 12: INSURANCE INFORMATION
Complete block 12 *only* if the insurance premium exceeds $50.
a. Enter the insured value of the shipment.
b. Enter the total premium.
c. Enter the type of coverage and insurance rate. If 'Other' is check explain below or in block 15.

BLOCK 13: TRANSPORATION INFORMATION
A. Check appropriate vessel type.
b. Enter the Bill of Lading or air waybill number.
c. Enter the Bill of Lading or air waybill date.
d. Enter freight rate, other freight charges and the total dollar amou of freight charges after discount.

BLOCK 14: INFORMATION AS TO COMMISSIONS, CREDITS, ALLO ANCES, SIMILAR PAYMENTS AND SIDE PAYMENTS
Enter in blocks 14a, b and c pertinent information with references to all commissions and other payments, credits, allowances or benefits of a kind, paid or to be paid by the supplier to or for the benefit of his/ agent, the importer, or the importer's agent; and (b) any side paymen not shown on the invoice, made or to be made by the importer to the su plier, in connection with the transaction. If there is insufficient space furnish the required information in block 14, continue the listing in block 15 or enter 'Continued' or 'See attached listing' in block 14a a attach a separate sheet to the form. If no commissions or other paymen credits, allowances, benefits, or side payments are involved, enter 'NON in block 14.

BLOCK 16: Check the appropriate box and print or type carrier's or ins er's name and address.

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SUPPLIER'S CERTIFICATE AND AGREEMENT WITH THE AGENCY FOR INTERNATIONAL DEVELOPMENT FOR PROJECT COMMODITIES

The supplier hereby acknowledges that the sum indicated on the accompanying invoice, as claimed to be due and owing under the terms of the contract identified on the reverse hereof (hereafter referred to as 'said contract') is to be paid, in whole or in part, out of funds made available by the United States under the Foreign Assistance Act of 1961, as amended. In consideration of the receipt of such sum, the supplier agrees with and certifies to AID as follows:

1. The undersigned is the supplier indicated in the Invoice-and-Contract Abstract on the reverse hereof, is entitled under said contract to the payment of the sum claimed, and is executing this Certificate and Agreement for the purpose of obtaining such payment from funds made available by the United States as described above.

2. The supplier will, upon the request of AID, promptly make appropriate refund to AID, plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621 (b)] from the time of payment to the supplier, in the event of:

(a) its nonperformance, in whole or in part, under said contract, or

(b) any breach by it of any of any of its undertakings in this Certificate and Agreement, or

(c) any false certification or representation made by it in this Certificate and Agreement or in the Invoice-and-Contract Abstract on the reverse hereof.

3. The supplier certifies, on the basis of such sources as are available to it and to the best of its information and belief:

(a) The price, excluding transportation, of any commodity for which payment is requested on the accompanying invoice does not exceed the lower of (i) the market price prevailing for comparable sales in the source country at the time of purchase, or (ii) the price generally charged by the seller for comparable sales in the source country at the time of purchase. A price resulting in an award under a formal competitive bidding procedure will be presumed to meet this price requirement. A comparable sale is one which is sufficiently similar to the present sale, with respect to quantity, quality, and conditions of sale that the price would not customarily be different from said contract price. Time of purchase means that period encompassing the date the purchase price is fixed during which prices in comparable sales remain substantially constant.

(b) any freight for which payment is requested on the accompanying invoice, does not exceed the established rate, if any, for comparable shipments on file at the Federal Maritime Commission or the Civil Aeronautics Board of the U.S. A comparable shipment is one which is similar with respect to type of commodity, commodity rate classification, quantity, flag category, choice of ports, and other pertinent factors.

(c) the cost of any insurance for which payment is requested on the accompanying invoice does not exceed the prevailing price for the same or similar coverage.

4. The supplier will, upon the request of AID promptly make refund to AID of any amount by which the price of commodites, freight, or insurance exceeds the maximum permitted under paragraph 3 above, plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621(b)] from the time of payment to the supplier.

5. To the best of its information and belief, any commodity or service supplied under said contract meets the source, origin, componentry, and nationality requirements in the contract, and any marking requirements in the contact have been complied with.

6. The amount shown in Block 9c is net of all credits, allowances and discounts granted and payments made by the supplier or its agent to or for the account of the purchaser. The supplier will promptly pay to AID (Office of Financial Management, AID, Washington, D.C. 20523) any adjustment refunds, credits, or allowances which hereafter become payable to or for the account of the purchaser arising out of the terms of said contract or the customs of the trade.

7. (a) The supplier or its agent has not given or received and will not give or receive a side payment, 'kickback', commission, or any other payment, credit, allowance, or benefit of any kind in connection with said contract from, to, or for the benefit of the purchaser, the purchaser's agent or the Borrower/Grantee other than those referred to in paragraphs 1 and 6.

(b) Any commission or similar payment paid or to be paid by the supplier to its agent in connection with the transaction for which payment is requested is shown on the reverse hereof and does not exceed the lesser of (i) the amount customarily paid by the supplier in connection with similar transactions or (ii) the amount customary in the trade. If said contract provides that AID will not finance such payments, the supplier certifies that the amount of such payments is not included in the amount for which payment is requested.

(c) Any brokerage commission paid or to be paid in connection with a chartered shipment does not exceed 2½ percent of the ocean freight charge.

(d) The supplier has not compensated any person to obtain said contract except to the extent, if any, indicated on the reverse hereof.

8. The supplier will for a period of not less than three (3) years after the date of final payment maintain all business records and other documents which bear on its compliance with any of the undertakings and certifications herein and will at any time requested by AID make such records and documents available to AID for examination and promptly furnish to AID such additional information as AID may request relating to such compliance.

9. The supplier certifies that is has not been informed of its ineligibility to act as a supplier or contractor or otherwise participate in AID-financed transactions.

10. The supplier acknowledges that AID has reserved the right to vest in itself, title to the goods financed under said contract, provided that such goods are in a deliverable state and have not yet been off loaded in ports of entry in the cooperating country. AID may direct carriers to divert these goods to alternative destinations.

11. The supplier certifies that it has submitted a copy of every ocean bill of lading, applicable to the commodities and transactions described on the reverse hereof, to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235, and that such bill(s) of lading state all the carrier's charges including the basis for calculation such as weight or cubic measurement.

12. The supplier has filled in all applicable portions of the Invoice-and-Contract Abstract on the reverse hereof and certifies to the correctness of the information shown therein.

PERSONAL CERTIFICATION BY NATURAL PERSON SIGNING THIS CERTIFICATE AND AGREEMENT

The natural person who signs this Certificate and Agreement hereby certifies either that he/she is the supplier or that he/she has actual authority to sign on behalf of the supplier and to bind the supplier with regard to all certifications and agreements contained in this Certificate and Agreement. He/she further certifies, if he/she is not personally the supplier, that either he/she is an employee of the supplier or has written power of attorney to sign for, and bind the supplier. He/she acknowledges that he/she is signing and submitting this Certificate and Agreement for the purpose of receiving payment from AID funds and that AID in making funds available for such payment will rely upon the truth and accuracy of this Personal Certification as well as of all other representations in this Certificate and Agreement.

The Supplier's Certificate and Agreement and the personal certification herein shall be governed by and construed in accordance with the laws of the United States of America.

_____
Type or print name and title of official authorized to sign

_____
Signature of official authorized to sign for *(check one)* Date

☐ Commodity Supplier ☐ Carrier ☐ Insurer

_____
Place executed *(City, County, State, Country)*

NOTES: (a) Any amendments of, or additions to, the printed provisions of this Supplier's Certificate and Agreement are improper and will not be considered a part hereof. (b) False statements herein are punishable by United States Law. (c) The work 'copy' must be written after the signature on all copies other than the original.

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ANNEX F
AID SPECIAL PROVISIONS 40.1 CONCERNING PHARMACEUTICALS

SPECIAL PROVISION -40.1

Alkaloids, Antibiotics, Vitamins, and Related Products

435.0100-435.0500	Caffeine, opium alkaloids and their derivatives
435.1100	Erythromycin and its derivatives
435.1510-435.1530	Ampicillins, penicillin G salts, tetracycline and others
435.1520-435.2300	Tetracycline-type and others
435.2500-435.2600	Enzymes for pharmaceutical production
435.2900	Glycosides, natural and synthetic
435.3100-435.4100	Prednisolone, corticosteroids, steroid and nonsteroid hormones and inorganic drugs
435.4200-435.6340	Niacin, niacinamide, vitamins and provitamins
435.6700-435.7300	Antihistamines and anti-infective agents
435.7500	Autonomic drugs
435.7700	Cardiovascular drugs
435.7800	Choline salts
435.7900	Dermatological agents and local anesthestics
435.8000-435.8100	Aspirin, and other analgesics
435.8500	Anticonvulsants, hypnotics and sedatives primarily affecting the central nervous system
435.8700-435.9500	Antidepressants, tranquilizers and other psychotherapeutic agents primarily affecting the central nervous system
441.1000	Artificial mixtures, containing one or more antibiotics
441.2000-441.9000	Artificial mixtures, containing one or more vitamins, but no antibiotics and other artificial mixtures
441.1000-442.9900	Finished dosage pharmaceutical preparations
492.1020	Unfilled gelatin capsules

I. Special Requirements

A. Expiration Dates

Not more than 1/6 of full dating periods from 1 to 18 months, nor 1/3 of full dating periods of more than 18 months shall have expired on the date of shipment.

B. Identification

Each unit package shall bear labels which identify the contents by generic name. In the case of products consisting of more than one active ingredient, generic name and quantity of each active ingredient must be provided. Shall be additionally identified "USP" or "NF", if covered by specifications of the U.S. Pharmacopeia or the National Formulary of the United States.

C. Professional Samples

Professional samples shall not be furnished in connection with AID-financed sales of drug

SPECIAL PROVISION - 40.1 (Continued)

substances and/or products in other than finished-dosage form. If sales of finished-dosage forms are eligible for A.I.D. financing, any professional samples furnished in connection with such sales shall be at the supplier's expense and must contain less than the manufacturer's smallest available commercial package (but not less than an individual dose) of the same product. Each professional sample shall clearly state in its label "Professional Sample."

D. Invoices

Invoices must itemize each drug substance and/or product for which payment is claimed. The following information regarding each line item must be provided either on the face of the invoice or on an attachment thereto:

1. General Information

a. The quantity of each active ingredient in each item billed. Each active ingredient shall be identified by its "established name" and additionally identified as "USP" or "NF", if specifications covering such material are included under established names in the U. S. Pharmacopeia or the National Formulary of the United States. "Established Name" is defined in Section 502(e) (2) of the Federal Food, Drug and Cosmetic Act.

b. The actual expiration date for each item billed, or an indication that no expiration date applies.

c. An itemized accounting of any professional samples related to A.I.D.-financed transactions, whether or not shipped separately.

SPECIAL PROVISION - 40.1 (Continued)

2. Additional information, if invoices include:

a. Insulin

(1) List applicable batch numbers.

(2) Attach copies of pertinent Federal Food and Drug Certificates.

b. Drug substances and/or products shipped from a free port or bonded warehouse

(1) Specify operation(s) performed on the item if it or its packaging was changed in any manner while in the free port or bonded warehouse.

(2) List the name and address of the manufacturer who produced the ingredient(s) used in invoiced items.

II. Additional Documentation Required for Reimbursement

A certificate, by or for the supplier, endorsed on or attached to the invoice, as follows:

"The undersigned supplier, or agent acting in behalf of and authorized to bind the supplier, agrees with and certifies to A.I.D. that he has complied in full with each of the special requirements for A.I.D. financing of drug substances and/or products (A.I.D. Special Provision 40.1); guarantees that, on date of shipment, no item for which payment is now claimed is adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, and is not an article which may not, under provisions of Sections 404 or 505 of that Act, be introduced into interstate commerce; and will, with respect to violation of any such requirement or guarantee make, upon demand, full and complete refund to A.I.D. of any sum received by the supplier as A.I.D. financing for any product which is the subject of such a violation."

CAJA COSTARRICENSE DE SEGURO SOCIAL
DEPARTAMENTO DE APROVISIONAMIENTO
APARTADO 10150
SAN JOSE, COSTA RICA

No. de Solicitud:

Materiales:

Fecha de Solicitud:

Fecha de Presentación:

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CAJA COSTARRICENSE DE SEGURO SOCIAL
Junta Directiva

REGLAMENTO PARA REGISTRO DE OFERENTES Y PROCEDIMIENTOS DE COMPRA DE PRODUCTOS QUIMICO-FARMACEUTICOS DEL CUADRO BASICO DE MEDICAMIENTOS DE LA C.C.S.S. (INCLUYE MATERIAS PRIMAS)

CAPITULO I

DE LA INSCRIPCION EN EL REGISTRO DE OFERENTES

Artículo 1º Los interesados en figurar en el Registro de Oferentes deberán presentar sus solicitudes en el Departamento de Aprovisionamiento en papel de oficio con reintegro en timbres fiscales correspondientes, en idioma español, con dos copias. Los documentos presentados y las copias formarán parte de la solicitud

Artículo 2º El Departamento de Aprovisionamiento solamente recibirá las solicitudes entre el 2 de enero y el 1o, de marzo y entre el 1o, de junio y el 31 de julio de cada año, dentro de las jornadas ordinarias de trabajo. Las solicitudes puedan ser remitidas por correo, caso en el cual se entiende que han de ser depositadas en la Oficina de Correos dentro de los plazos dichos. Lo dispuesto en este artículo regirá a partir del 2 de enero de 1985.

Artículo 3º La solicitud deberá incluir la siguiente información:

a. Nombre genérico del producto que se pretende inscribir.
b. Fórmula cualitativa y cuantitativa.
c. Presentación del producto con detalles.
d. Nombre del laboratorio fabricante.
e. País de origen.
f. Número de registro del laboratorio fabricante en el Ministerio de Salud, o en su defecto documentación que demuestre a satisfacción de la Caja la existencia real del laboratorio y sus características.
g. Nombre del representante, calidades, teléfono, dirección postal, oficina o lugar donde se le puede entregar solicitudes de cotización, número de licencia y fecha de expedición del Ministerio de Hacienda (Ley N 3284 de 30 de abril de 1964).
h. En caso de estupefacientes, psicotrópicos y barbitúricos, el número de registro en el Ministerio de Salud, que deberá estar vigente todo el tiempo que el producto esté registrado en el Registro de oferentes de la Caja Costarricense de Seguro Social.
i. Plazo mínimo de estabilidad del producto a partir de la fecha de fabricación de cada partida.
Cuando se soliciten varias entregas, el oferente debe manifestar en la solicitud de inscripción que cada lote tendrá diferente fecha de fabricación, de tal forma que el período de estabilidad sea siempre el mismo contado a partir de la fecha de entrega.
j. Características del empaque en detalle y si existen condiciones especiales para el transporte y el almacenamiento.
k. Nombre del exportador.
l. Nombre y calidades del distribuidor en nuestro país.
m. Los poderes o autorizaciones legalmente constituidos.

Artículo 4º Tratándose de productos de importación, el solicitante deberá especificar si está de acuerdo en consignar facturas y demás documentos necesarios para el desalmacenaje de la mercadería por la Caja, una vez recibida en puertos nacionales.

Aquellas firmas que no estén de acuerdo en consignar las facturas a la institución, debarán autorizar a la Caja, en sus solicitudes, a tomar muestras del producto, una vez recibido en Aduanas o en Almacenes Fiscales, para ser analizados por el Departamento de Control de Calidad. Los productos rechazados podrán ser reexportados sin responsabilidad por parte de la Caja.

Artículo 5º El Departamento de Aprovisionamiento se reserva el derecho de solicitar cualquier aclaración que juzgue conveniente sobre la solicitud presentada.

Artículo 6º Todos los documentos, a excepción de la literatura científica, deberán estar firmados por quien tenga la representación legal en el país.

Artículo 7º Junto con las solicitudes los interesados deberán presentar las certificaciones y las declaraciones juradas a que se refieren los artículos 107, insiso h) de la Ley de Administración Financiera de la República, y 95 y 96 del Reglamento de la Contratación Administrativa, así como expresar que no están afectados por las prohibiciones estipuladas en el artículo 107 de la indicada Ley y el Título X del citado Reglamento.

Artículo 8º El interesado deberá comprometerse en su solicitud a reponer, en un máximo de sesenta días a partir de su notificación, los productos que sufran deterioro dentro del plazo máximo de conservación, en condiciones apropriadas de almacenamiento o que hayan sido rechazados por el Departamento de Control de Calidad, y en su defecto, a reconocer a la Caja su valor.

Artículo 9º El Sistema International de Medidas (Sistema Métrico Decimal), es de uso obligatorio en las solicitudes y ofertas. (Ley No. 5292 del 9 de agosto de 1973, Decretos Ejecutivos Nos: 3286 de 11 de octubre de 1973 y 4124 de 16 de septiembre de 1974).

Artículo 10º La Caja rechazará las solicitudes que no cumplan con los requisitos del presente Reglamento.

Artículo 11º El Departamento de Aprovisionamiento comunicará al interesado, la aceptación o rechazo de su solicitud de inscripción en el Registro de Oferentes, en un plazo máximo de cuarenta y cinco días a partir de la fecha en que fue recibida.

Artículo 12º Si la solicitud es aceptada. La inscripción tendrá vigencia por un plazo de cinco años, salvo que deje de ajustarse a las condiciones fijadas en los artículos precedentes, o que surja causa de suspensión, conforme a lo que se dispone en el Capítulo II de este Reglamento.

Artículo 13º En el caso de intervención a nombre proprio de distribuidores exclusivos o autorizados de la casa fabricante o exportadora, o en el caso de representantes de casas extranjeras, será necesario presentar junto con la solicitud de inscripción, una certificación extendida por el fabricante o exportador de los productos autorizados para ser inscritos, debidamente autenticada conforme a la ley.

Artículo 14º El participante extranjero deberá hacer manifiestación expresa de someterse a las Leyes y Tribunales de Costa Rica en caso de contención.

Artículo 15º Los productos químico-farmacéuticos deben, para ser inscritos, ser de calidad FEU, NF o BP, así deben expresarlo las solicitudes de inscripción. En caso contrario debe presentarse el método de análisis. (Ver complemento en artículo 23o. siguiente).

Artículo 16º Queda entendido que al solicitar su inscripcíon, los participantes aceptan sin reserva alguna todas las cláusulas contenidas en el presente Reglamento, y así deberán manifestarlo en el escrito de su solicitud.

CAPITULO II

DE LOS APERCIBIMIENTOS Y EXCLUSIONES DEL REGISTRO DE OFERENTES DE PRODUCTOS QUIMICO FARMACEUTICOS DE LA CCSS

(INCLUYE MATERIAS PRIMAS)

Artículo 17º Se aplicará el apercibimiento a los oferentes que incurran en las faltas que determina el artículo 258 del Reglamento de la Contratación Administrativa.

Artículo 18º Se aplicará suspensión de uno a cinco años a los oferentes que incurran en las faltas que determina el artículo 260 del Reglamento de la Contratación Administrativa.

Artículo 19º Serán excluidos hasta por diez años del Registro de Oferentes :

a. Aquellos que por segunda vez no cumplan con las especificaciones dadas en las solicitudes de registro y que fueren rechazados total o parcialmente por el Departamento de Control de Calidad.

b. Los que por segunda vez incumplan con las fechas programadas de entrega, salvo que lo hayan comunicado previamente a la Caja y ésta haya aceptado la modificación.

c. Los que hayan entregado el producto en forma correcta y éste sufra deterioro dentro del período de estabilidad, en condiciones apropriadas de almacenamiento.

Artículo 20° Las exclusiones a que se refieren los artículos anteriores, lo mismo que cualquier cambio que se produzca en el aciento de inscripción del oferente, serán comunicados de inmediato a la Contraloría General de la República, a la Auditoría de la Caja y al interesado.

Artículo 21° La Caja únicamente aceptará una reposición por partida rechazada por el Departamento de Control de Calidad, y esto debe cumplirse en el plazo que indique la Institución.

Artículo 22° La Institución cobrará a las personas o firmas participantes, los gastos en que incurra por el concepto anterior y por atrasos de entregas programadas, haciendo uso para dicho propósito de la garantía de cumplimiento, sin prejuicio de otras acciones administrativas y judiciales.

CAPITULO III

DE LA PRESENTACION DE MUESTRAS E INFORMACION CIENTIFICA

Artículo 23° Las solicitudes de inscripción deben acompañarse de muestras e información científica. Se incluye como tal el método de análisis cuando el producto no sea oficial en la farmacopea de los Estados Unidos de América -FEU-, y sus suplementos, en el Formulario Nacional N.F., del mismo país, o en la Farmacopea Británica -BP-. En todos los casos deberán referirse a la última edición.

Artículo 24° Las muestras no se devolverán por cuanto las mismas serán utilizadas en el Departamento de Control de Calidad.

Artículo 25° Al presentar las solicitudes para inscribirse en el Registro de Oferentes, se deben adjuntar muestras en las cantitades mínimas que se detallan a continuación:

a. Tabletas, comprimidos o cápsulas ..... 80 unidades
b. Preparaciones líquidas, orales o tópicas .... 8 frascos
c. Preparaciones líquidas para uso parental con un volumen menor de 50 ml., ampollas o frasco-ampolla ..... 20 unidades
d. Preparaciónes líquidas para uso parenteral con un volumen de 50 ml. o mayor. Ampolla o frasco-ampolla ..... 5 unidades
e. Preparaciones liofilizadas y productos para reconstitución ... 10 unidades.
f. Pomadas y cremas ..... 10 tubos
g. Supositorios ..... 20 unidades
h. Granulados ..... 5 unidades
i. Leches, fórmulas, dietéticas..... 5 unidades
j. Soluciones parenterales ..... 12 unidades
k. Tiras reactivas, cajas o frascos ..... 3 unidades
l. Biológicos (factores sanguíneos, gama globulinas, etc.) ... 3 unidades

Artículo 26° Las muestras presentadas pueden tener etiquetas provisionales pero al entregarse la mercadería adjudicada debe cumplirse con los siguientes requisitos: etiquetas en idioma español, con las indicaciones requeridas para cada caso en particular y con la leyenda "Propriedad de la CCSS: o las siglas CCSS, en forma visible.

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Artículo 27° Los oferentes deben disponer de suficiente número de muestras para suplir cualquier cantidad en el término de diez días hábiles posteriores a la fecha en que se solicita la cantidad de muestras adicionales que fueren necesarias, para efectuar nuevos análisis. las muestras de materia prima en lo que se refiere a cantidad, serán fijados para cada producto por separado.

Artículo 28° La Caja cobrará a los solicitantes por cada análisis de muestras presentadas con las solicitudes de inscripción en el Registro de Oferentes conforme a la tárifa establecida por el Ministerio de Salud.

Artículo 29° El Departamento de Control de Calidad de la Caja podrá rehabilitar los medicamentos perecedores, previo análisis y siempre que esta rehabilitación sea aprobada por el fabricante.

CAPITULO IV

DE LAS INSTRUCCIONES A CUMPLIR POR LOS ADJUDICATARIOS EN LA PRESENTACION EMBALAGE Y ENTREGA DE LAS MERCADERIAS

Artículo 30° La materia prima en polvo o granulados debe venir empacada en bolsas de polietileno selladas dentro de cuñetes o tambores de fibra, que deben tener el fondo y la tapa de metal, para mejor protección. La materia prima en pasta debe venir en doble bolsa de polietileno selladas dentro de cuñetes con las mismas características anteriormente citadas.

Artículo 31° La materia prima líquida o semi-sólida debe venir en el tipo de envase que se indicará en cada caso particular ya se trate de envases de metal, damajuanas de vidrio o de polietileno.

Artículo 32° Todas las materias primas deben especificar en el embalaje y en el envase el nombre genérico del producto, nombre del fabricante, nombre del exportador, país de origen, número de lote, fecha de fabricación, y si el producto requiere refrigeración, en forma muy clara, o cualquier otra característica especial de transporte y almacenamiento, cantidad en kilogramos, litros, etc. y visible la leyenda "Propriedad de la CCSS" o las siglas CCSS.

Artículo 33° Si se trata de supositorios se debe indicar en el envase el nombre genérico, potencia, número de lote y fecha de fabricación en cada unidad.

Artículo 34° Si se trata de soluciones en ampollas o frascos ampolla para uso parenteral, se debe indicar en el envase el nombre genérico, potencia, vía de administración, número de lote y fecha de fabricación en cada unidad.

Artículo 35° Los productos inflamables, explosivos, corrosivos, venenosos, tóxicos, etc., deben presentar una etiqueta especial indicando la naturaleza del producto que contiene el envase.

Artículo 36º El adjudicatorio debe agregar a la factura que ampara la mercadería, el o los números de registro en el Ministerio de Salud de los productos que despacha para facilitar el trámite de desalmacenaje.

Artículo 37º Para efectos de análisis de mercadería entregada al Almacén General correrá por cuenta de la Caja el primer análisis y los subsiguientes por cuenta del proveedor, de acuerdo con las tarifas que al efecto fige la institución.

Artículo 38º Los fabricantes de antibióticos u otros medicamentos presentados como polvo o liofilizados para disolver en el momento de su uso, deben expresar en la etiqueta como minimo lo siguiente.

Polvos para suspensión:

a. Contenido neto del frasco.
b. Volumen de la suspensión reconstituida.
c. Cantidad de medicamiento por 5 ml.
d. Fecha de fabricación.
e. "Agítese antes de usarse" en forma claramente visible.
f. Número de lote.
g. Tiempo de conservación de la suspensión reconstituida a temperatura ambiente y en refrigeración.

Inyectables:

Polvo o liofilizados para disolver en el momento el uso:

a. Cantidad de polvo o liofilizado por frasco.
b. Volumen de la solución reconstituida.
c. Tipo de diluente que se debe usar.
d. Volumen necesario de diluente para cada frasco.
e. Vías de administración.
f. Fecha de fabricación.
g. Número de lote.
h. Tiempo de conservación a temperatura ambiente y refrigeración, una vez preparada la solución y
i. Potencia indicada en cada frasco.

CAPITULO V

DEL PROCEDIMIENTO DE COMPRAS

Artículo 39º El departamento de Aprovisionamiento solicitará a los oferentes registrados, por escrito, por la vía telefónica, por télex o por cualquier otro medio, cotizaciones escritas que deberán contener la siguiente información: precio unitario y total, fecha de despacho de fábrica, vía, puerto nacional de arribo, fecha de entrega en territorio nacional que corre a partir del recibo de la orden de compra y cualesquiera otros datos que considere de importancia.

Artículo 40° Las ofertas deberán presentarse en el Departamento de Aprovisionamiento en sobre cerrado, indicándose en él la referencia del pedido. Conforme se reciban, las ofertas se marcarán con el reloj del Departamento, con la hora que señale el sistema de relojes de Oficinas Centrales. La oferta que se reciba extemporáneamente será descalificada.

Artículo 41° Las ofertas deberán presentarse en original y dos copias. Puede consignarse en papel de oficio con reintegro en timbres fiscales correspondientes, o en los formularios que para este efecto se entreguen a los interesados, o en télex, adjuntando timbre fiscal necesario para el efecto. Se aceptarán hojas adicionales, como notas aclaratorias agregándose el timbre fiscal necesario. Las ofertas deberán invariablemente ser presentadas en un plazo máximo de tres días hábiles después de haber recibido el interesado la invitación a participar.

Artículo 42° La apertura de las ofertas se hará en la fecha y hora fijadas en la referencia del pedido.

Artículo 43° La vigencia de la oferta no será menor de 60 días. La forma de pago se establecerá de conformidad con lo dispuesto en el Capítulo VIII, Artículo 67o de este Reglamento.

Artículo 44° Los oferentes deberán aportar constancias de la Sección de Cobro Administrativo o Sucursales, o copia certificada por Notario Público de que están al día en el pago de las deudas que tengan con la Institución (Ley No. 6914 de 21 de diciembre de 1983).
De igual modo deberán aportar declaración jurada de que se encuentran al día en las obligaciones relativas al régimen de impuestos directos a que se refiere el artículo VI de la ley No. 3173 de 12 de agosto de 1963 (Art. 94 del Reglamento de la Contratación Administrativa).

Artículo 45° Las cotizaciones sobre mercadería que debe ser importada se harán en moneda del país del fabricante; para efectos comparativos y a manera de referencia se indicará también en dólares, de acuerdo con el tipo de cambio oficial que rija en el día de entrega de la cotización.

Artículo 46° Las cotizaciones para cada partida indicarán precios unitarios y totales, costos y flete, puerto nacional (señalando cual puerto). Los precios se consignarán en letras y números. En caso de divergencia prevalecerá la suma expresada en letras. Podrá hacerse vía marítima, terrestre o aérea.

Artículo 47° En caso de transporte marítimo, los apoderados de casas fabricantes establecidas en los Estados Unidos de América, expresarán en sus ofertas que aceptan recibir el pago del flete marítimo en colones.

Artículo 48° Los precios indicados en la cotización u oferta del principal, deben ser firmes y definitivos, libres de toda variación y no se admitirá modificación bajo ningún concepto después de presentada la oferta. En consecuencia no pueden quedar sujetos a confirmación por la casa vendedora sea ésta fabricante, exportadora o distribuidora.

Artículo 49° En ningún caso se podrán incluir costos de seguros, por cuanto la Caja asume todos los riesgos que supone un pedido.

Artículo 50° En caso de artículos cuya capacidad deba ajustarse a determinado tipo de empaque o cuya producción pueda ser fluctuante, el oferente podrá cotizar hasta un cinco por ciento más o menos de la cantidad fijada en la solicitud de cotización.

Artículo 51° No se tomarán en cuenta cotizaciones que indiquen precios F.O.B. o F.A.S., o que condicionen los precios C.I.F., salvo que la adjudicación sea por un monto menor de mil dólares, en cuyo caso se deberá indicar los gastos correspondientes a transporte.

Artículo 52° Las ofertas no incluirán ninguna clase de impuestos, salvo en el caso de los laboratorios nacionales que estén afectos al impuesto de ventas y selectivo de consumo.

CAPITULO VI

DE LA ADJUCACION

Artículo 53 El recomendar la adjudicación entre las firmas que hayan cotizado, estará a cargo de una comisión integrada en la siguiente forma.

a) El Director de Recursos Materiales o su delegado.
b) El Director de Calificaciones Terapéuticas o su delegado.
c) El Jefe del Departamento de Aprovisionamiento o su delegado.
d) El Jefe de la Sección de Farmacia o su delegado.

La adjucación de la compra correspondiente será realizada por el Jefe del Departamento de Aprovisionamiento, el Director de Recursos Materiales, el Gerente respectivo o la Junta Directiva, según las normas establecidas por la Directiva respeto al monto de cada compra y la dependencia que adjudica.

Artículo 54º La recomendación de adjudicar será emitida por la Comisión en el término de cinco días hábiles contados a partir del cierre de recepción de las ofertas.
La Contraloría General de la República autorizará la contratación en el término de cinco días hábiles posteriores al recibo de la recomendación de adjudicar.
Por cualquiera de los medios que se mencionan en el artículo 38o. de este Reglamento se dará aviso de la adjucación a la firma favorecida, en un plazo máximo de dos días hábiles posteriores al recibo de la confirmación por parte de la Contraloría.
En casos especiales, la Auditoría de la Caja podrá aprobar la adjudicación, debiéndose informar en las veinticuatro horas siguientes a la Contraloría General de la República, de acuerdo con lo señalado en la Ley No. 6914 de 21 de diciembre de 1983, artículo 72, incisos a), b), c) y ch).

Artículo 55º El precio será factor importante en la comparación de las ofertas, sin embargo no será por sí solo determinante para la adjudicación, ya que se tomarán en cuenta el plazo de entrega, los atestados e historial de los oferentes, el cumplimiento de otras adjudicaciones que les haya otorgado la Caja, calidad del producto entregado y garantías ofrecidas.

Artículo 56º De conformidad con el artículo 102, inciso e) de la Ley de la Administración Financiera de la República, la Caja se reserva el derecho de rechazar todas las ofertas, de hacer adjudicaciones parciales, de acuerdo con su propria conveniencia.
En el caso de adjudicación parcial y disminución, la Caja, según sus necesidades e intereses, adecuará las entregas proporcionalmente a las presentadas en su oferta. Se podrán adjudicar cantidades mayores que las contenidas en la oferta si el adjudicatario lo autoriza por escrito y la Contraloría General de la República lo aprueba (artículo 233 del Reglamento de la Contratación Administrativa).

Artículo 57° En todo acto de adjudicación se tomarán como oficiales de la Institución los pronunciamientos técnicos emitidos por el Departamento de Control de Calidad de la Caja.

Artículo 58° Los adjudicatarios deberán aportar timbre Deportivo a la hora de retirar la orden de compra respectiva (Artículo 17 de la Ley No 3550 de 6 de enero de 1966).

Artículo 59° Los adjudicatarios deberán aportar constancia de Tributación Directa, en la que se manifieste se encuentran al día en el pago de los impuestos de Renta y Territorial. (Artículo 6 de la Ley No. 3173 de 12 de agosto de 1963).

Artículo 60° Cualquier resolución de la Administración que deje sin efecto el acuerdo de la adjudicación, será sustentada por la facultad que le confiere el artículo 131 del Reglamento de la Contratación Administrativa.

CAPITULO VII

DE LA GUARANTIA DE CUMPLIMIENTO

Artículo 61° El adjudicatario deberá depositar una guarantía de cumplimiento que será del 5% total del monto adjudicado y cuya equivalencia en moneda nacional se hará de acuerdo con el tipo de cambio oficial. La guarantía será depositada en el Departamento de Aprovisionamiento, dentro de los ochos días hábiles siguientes a la recepción, del correspondiente aviso. Si esta disposición fuere incumplida la Caja podrá anular la adjudicación e iniciar un nuevo trámite de compra entre los otros participantes en el mismo concurso. En tal evento, la firma incumplidora se hará acreedora a las sanciones que se mencionan en este Reglamento.

Artículo 62° La guarantía podrá constituirse mediante certificado de depósito a plazo, bono de garantía de uno de los bancos del país, bonos del Estado o de sus instituciones, cheque certificado o de gerencia de un banco nacional, dinero efectivo, mediante depósito en un banco nacional a la orden de la Caja, acompañando la boleta respectiva, o bien depósito directo en la Caja.

Artículo 63° La garantía de cumplimiento deberá presentarse independientemente para cada negocio y tendrá una vigencia de cuatro meses después de ser aceptado oficialmente el pedido en su totalidad.

Artículo 64° La garantía de cumplimiento podrá constituirse en colones, en dólares, o en la moneda del país de origen de la mercadería.

Artículo 65° El monto de la garantía de cumplimiento se calculará de acuerdo con el tipo de cambio dispuesto por la Ley de la Moneda y artículo 61 del Reglamento de la Contratación Administrativa. En ningún caso la Caja reconocerá intereses sobre las garantías depositadas.

Artículo 66° Cuando la garantía de cumplimiento fuere hecha efectiva antes del término del contrato por razón de incumplimiento, el contratista quedará obligado a rendir una nueva por igual monto si desea que continúe la ejecución.

Artículo 67° El retiro de la garantía se efectuará dentro de los 120 días calendario siguientes a la fecha en que la Caja dé por cumplido el contrato a su entera satisfacción.

En aquellos casos en que las garantías no sean retiradas por los interesados, en el plazo indicado, se cobrará el costo que al efecto se establezca por mantener en custodia los títulos valores.

CAPITULO VIII

DE LA FORMA DE PAGO PARA EXTERIOR Y PLAZA

Artículo 68° Para el exterior, la forma de pago será por Giro a la Vista a la llegada de la mercadería a puertos nacionales, por medio de los bancos del Sistema Bancario Nacional. Alternativamente se podrá ofrecer a la Caja la aceptación de pago por medio de letras de pago a 60, 90, 120, 150, y 180 días, bajo entera responsabilidad del comprador. También se aceptará, en aquellos casos calificados, a conveniencia de la Caja, carta de crédito o carta de crédito a plazo.
Para plaza, las compras se cubrirán en término de veintidós días mediante cheque contra presentación de facturas especiales de cobro a la Caja y las originales del vendedor.

CAPITULO IX

DE LA FORMA Y TRAMITE PARA AUTORIZACION DE LA CONTRALORIA GENERAL DE LA REPUBLICA

Artículo 69° Para efectos de la autorización por parte de la Contraloría General de la República, la Caja presentará sobre cada contratación, una solicitud que contendrá el expediente completo del concurso. Este expediente se compondrá de los siguientes elementos:

a. Peticiones de cotización,
b. Ofertas recibidas,
c. Acta de apertura de las ofertas,
ch. Calificación jurídica y formal de las ofertas,
d. Cuadros de ofertas,
e. Acta de recomendación firmada por los Miembros de la Comisión,
f. Certificación de presupuesto,
g. Cualquiera otro documento adicional.

ANEXO A
REQUISITOS Y CONDICIONES ADICIONALES PARA OFERENTES ESTADOUNIDENSES

ANEXO A

REQUISITOS Y CONDICIONES ADICIONALES PARA OFERENTES ESTADOUNIDENSES

Los oferentes estadounidenses están obligados a cumplir con los requisitos/condiciones adicionales a fin de que la Caja Costarricense de Seguro Social (CCSS) pueda asegurar que los adjudicatarios estadounidenses potenciales cumplen con el reglamento para adquisición de la AID y pueda pagarles en dólares puestos a disposición mediante el préstamo 515-T-042 de la AID. Dada la posibilidad que los oferentes estadounidenses sean otorgados adjudicaciones que no pueden ser financiados bajo este préstamo, el CCSS exige que los oferentes cumplen con todos los requisitos de esta Petición de Cotización (PDC). Estos requisitos adicionales pueden servir de reemplazo de los artículos contenidos en el Reglamento Para Registro y Procedimientos de Compra del CCSS solamente cuando un contrato se financia mediante los fondos de préstamo de la AID, y siendo este el caso solamente en la manera indicada por este Anexo.

1. Definiciones

Abajo se detallan los terminos usados en el contrato y referencia a ellos deberá interpretarse en la siguiente manera:

a. La "AID" significa la Agencia para el Desarrollo Internacional.

b. El "Código Geográfico Autorizado" es el Código Geográfico 941 de la AID con excepción de que el origen de los farmacéuticos será los Estados Unidos de América, Código 000.

c. El "Contrato" significa la "Orden de Compra" (adjudicación) firmado por el licitador y la Agencia de Contratación inclusive de todos los embargos y apéndices a la misma y todos los documentos incorporados por referencia en la misma.

d. La "Agencia de Contratación" es la Caja Costarricense de Seguro Social.

e. El "Suministrador" es la persona o la firma que suministra el equipo y los materiales solicitados bajo este contrato.

2. La Ley Vigente y el Idioma

a. Este contrato, cuando es financiado con los fondos de préstamo de la AID será interpretado de acuerdo con la ley de Costa Rica.

b. La versión de este contrato en idioma español tendrá vigencia cuando es financiado mediante los fondos de préstamo de la AID. Toda aviso de conformidad con las disposiciones de este contrato será en idioma español.

3. El Efecto Legal de Aprobaciones y Decisiones de la AID

Queda entendido por las partes a esto que el contrato reserva determinados derechos para la AID tales como, pero sin limatación a, el derecho de aprobar las condiciones del contrato, el Suministrador, y uno o

todos los planes, informes, subcontratos de especificaciones, documentos de licitación u otros documentos relacionados a este contrato y al proyecto del cual forma parte. Además, las partes a esto entienden y están de acuerdo que la AID, al reservar los derechos de aprobación mencionados arriba, a actuado únicamente como una entidad de financiamiento para asegurar que los fondos del Gobierno de los Estados Unidos se utilizan en la forma apropiada, y que cualquiera decisión por parte de la AID de ejercer o abstenerse de ejercer estos derechos de aprobación serán tomadas en calidad de financiero en curso de financiar ete proyecto y no significará que la AID se ha convertido en una de las partes del contrato. Las partes a esto entienden y estan de acuerdo que la AID puede de vez en cuando ejercer los derechos de aprobación mencionados anteriormente, o discutir asuntos relacionados a estos derechos o al proyecto con las partes conjuntamente o por separado, sin por ello tomar responsabilidad o comprometerse a las partes conjuntamente o por separado. Cualquiera aprobación por la AID no impide a la Agencia de Contratación o la AID de ejercer cualquier derecho o libra al Suministrador de cualquier compromiso que pueda tener con la Agencia de Contratación o la AID.

4. Pago

a. Solicitud de Pago

El Suministrador será pagado completamente e inmediatamente bajo este contrato (fondos de préstmo de la AID) mediante una carta de crédito comercial emitida por un banco estadounidense en dólares estadounidenses al presentar los siguientes documentos al banco:

1. Cuatro copias de la factura comercial indicando el número de registro costarricense del Suministrador y el número de la Orden de Compra. En caso de Químicas/Farmacéuticos la factura tiene que indicar el número del FDA, el número de la FEU, y/o el número del NF. Todos los productos farmacéuticos tienen que llevar el nombre genérico.

2. Certificación, por o para el suministrador, adjuntado a cada factura, en la manera siguiente:

"El suministrador suscrito, o el representante que actúa en nombre de o que está autorizado a obligar al suministrador, está de acuerdo con y certifica a la AID que el/ella ha cumplido plenamente con cada uno de los requisitos especiales para el financiamiento de la AID de medicamentos y/o productos (AID Disposición especial 40.1); da garantía de que, en la fecha de envío, ningún artículo para el cual ahora se solicita pago es adulterado o mal marcado dentro del significado de la Estatuto Federal de Alimentos, Medicamentos y Cosméticos, y es un artículo que no puede ser introducido en comercio entre estados, bajo las provisiones de Secciones 404 o 505 de aquel Estatuto; y si incumplen tales requisitos o garantía, efectuarán una devolución completa e inmediata a la AID de cualquier monto recibido por el suministrador como financiamiento de la AID para el producto sujeto de tal incumplimiento."

3. Tres ejemplares en originale y una copia del Conocimiento de Embarque (vía marítima) o un ejemplar en original y tres copias de Conocimientos de Embarque y un ejemplar en original y tres copias de Conocimientos de Embarque (vía aérea, flete, via férrea, gabarra o camión) o un recibo del servicio de paquetes postales

en Correos que dan constancia de envío pagado de antemano del país de origen o de un puerto franco o un almacén de déposito al país anfitrión. El Conocimiento de Embarque debe indicar la factura completa del transportista inclusive de todos los pesos, medidas cúbicas, tarifas, y cargos adicionales pertinentes sin tener en cuenta si el flete es financiado por la AID.

Además, cuando el envío es efectuado desde un puerto franco o un almacén de depósito, el suministrador deberá presentar una copia del conocimiento de embarque, que indica los costos del flete, cubriendo el envío desde el país de origen al puerto franco o el almacén de depósito y, si el puerto franco o el almacén de depósito se encuentran en el país anfitrión, debe estar acompañado de un recibo de entrega que demuestra la descarga del puerto franco o el almacén de depósito al Suministrador. La fecha del recibo de entrega será considerado como la fecha de envío para la transacción y por lo tanto tiene que ser fechado dentro de ese período de entrega especificado por la Carta de Crédito.

2. Cuatro copias firmadas del "Certificado de Suministrador y Acuerdo con la AID para Mercancías/Resumen de Factura y Contrato" (Formulario AID 1450-4) para mercancías y servicios relacionados con las mercancías (o sea, seguros y transporte);

b. Pagos Parciales

Con la entrega y la aprobación de cada parte de la orden el Suministrador puede solicitar pagos parciales de acuerdo con las disposiciones de la adjudicación (orden de compra). El Suministrador deberá presentar junto con la solicitación los documentos exigidos en el párrafo a. arriba.

5. Certificados de Aduana

a. Inmediatamente después del envío se deberá enviar por correo aéreo los siguientes certificados de aduana a la dirección indicada para que lleguen antes del las mercancías enviadas por vía marítima o aérea:

1. La Caja Costarricense de Seguro Social, Apartado 10105, San José, Costa Rica, Desalmacenaje de Farmacéuticos, recibirá una (1) copia de la lista de empalaje, una (1) copia de la factura y una (1) copia de la Hoja de Ruta Aérea o el Conocimiento de Embarque Marítimo.

6. Revisión de Cuentas y Expedientes

a. El Suministrador deberá mantener libros, expedientes, documentos y otra constancia y deberá utilizar procedimientos coherentes de contabilidad y prácticas adecuadas para demostrar apropiadamente todas las transacciones bajo o con respecto al contrato. Para los propósitos de esta clausula estos documentos constituyen los "expedientes".

b. El Suministrador deberá mantener tales expedientes durante el plazo del contrato y para un período de 3 años después del último pago. Sin embargo, los expedientes con respecto a conflictos, apelaciones, juicios o la satisfacción de demandas que surgen a consecuencia de la ejecución de este contrato serán conservados hasta que tales apelaciones, juicios o demandas hayan sido definitivamente satisfechos.

c. Todos los expedientes estarán sujetos a inspección y revisión por la Agencia de Contratación (o representantes autorizados) en cualquier momento oportuno. El Suministrador deberá ofrecer a la Agencia de Contratación las instalaciones apropiadas para tal inspección y revisión. Si se trata de un contrato de precio fijo, no está sujeto a revisión de costos (con excepción de cualesquier artículos de reembolso de costos) aunque sí está sujeto a revisión con respecto a conformidad con las disposiciones de este contrato.

d. Ademas el Suministrador accede a incluir en todos sus subcontratos una disposición indicando que el subcontratista está de acuerdo que la Agencia de Contratación o cualquier de sus representantes autorizados tendrá, durante un plazo de 3 años después del último pago bajo el subcontrato, acceso a y el derecho de examinar cualquier expediente de tal subcontratista relacionado con las transacciones del subcontrato.

7. Asignación

No se permite al Suministrador asignar su cumplimiento bajo el contrato sin haber pedido de antemano el consentimiento por escrito de la Agencia de Contratación y la AID. No se permite al Suministrador asignar sus derechos de recibir pago bajo el contrato sin haber pedido de antemano el consentimiento por escrito de la Agencia de Contratación y la AID.

8. Nacionalidad y Origen

a. Elegibilidad de los Suministradores

1) Nigunos equipos, materiales o servicios serán elegibles para financiación de la AID si son ofrecidos por un suministrador o subcontratista que figura en una lista de oferentes suspendidos, excluidos o inelegibles utilizada por la AID.

2) El Suministrador y todos los subcontratistas* tienen que ser:

a.) Un individuo quien es cuidadano o que tiene residencia legal en un país o una zona que figura en el código geográfico autorizado,

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* El reglamento de origen y nacionalidad no rige cuando se trata de suministradores de servicios secundarios relacionados con la adquisición de equipos cuando estos servicios figuran como parte del contrato; servicios secundarios se refieren a la instalación o la erección de equipos financiados por la AID, o el adiestramiento de personal en el mantenimiento, la operación y el uso de tales equipos. Sin embargo, cuidadanos o firmas de cualquier país que no figura en el Código Geográfico 935 de la AID son inelegibles para proporcionar servicios secundarios.

b.) Una sociedad o asociación formada bajo la ley de un país o una zona que figura en el código geográfico autorizado;

c.) Una sociedad extranjera controlada, o sea, cualquier sociedad extranjera en la cual más del 50 por ciento de todo el derecho de votar de todos los tipos de acciones pertenence a accionistas estdounidenses en el sentido de la Sección 957 et seq. del Código de Rentas Públicas (26 U.S.C. 957); o

d.) Una empresa conjunta o una asociación no incorporada en sociedad que consta integramente de individuos, sociedades, o asociaciones que figuran en las categorías anteriores.

3) Cuidadanos o firmas de un país que no figura en el Código Geográfico 935 de la AID son inelegibles para ser suministradores, contratistas, subcontratistas o representantes con respecto a contratos financiados por la AID para bienes o servicios. Sin embargo, personas que no son cuidadanos de los Estados Unidos pero quien han sido admitidos legalmente para vivir permanentemente allí son elegibles.

b. Elegibilidad de Mercancías

1) Definiciones

a) Fuente

"Fuente" significa el país desde el cual se envía una mercancía a el país anfitrión o el mismo país anfitrión si la mercancía se encuentra allí en el momento de la compra. Sin embargo, si se trata de una mercancía que se envía de un puerto franco o un almacén de depósito en la misma forma en la cual fue recibida allí, "fuente" significa el país del cual la mercancía fue enviada al puerto franco o almacén de depósito.

b) Origen

El "origen" de la mercancía es el país o las zonas donde se extrae, se cultiva o se produce la mercancía. Se produce una mercancía cuando mediante fabricación, tratamiento, o montaje en gran escala de componentes surge una nueva mercancía que goza de reconicimiento comercial y que es diferente sustancialmente de sus componentes en cuanto a sus carácteristicas básicas o su propósito o utilidad.

c) Componentes

Los "componentes" son los bienes que son introducidos directamente en la producción de una comodidad producida.

2) Reglamento

Todos los equipos y materiales tendrán su "Fuente" y "Origen" en un país autorizado y satisfacerán las reglas siguientes:

a) Si la mercancía no consta de componentes de importación, es elegible para financiamiento bajo el contrato.

b) Salvo especificación en contrario para cuando se trata de una adquisicio en particular, los componentes de los Estados Unidos, otros países que figuran en el Código Geográfico 941 de la AID y el país anfitrión pueden ser utilizados en cantidades ilimitadas sin tener en cuenta el código geográfico autorizado.

c) A no ser que se autoriza la adquisición de mercancías de países que figuran en el Código Geográfico 899 de la AID, los componentes de países en el mundo libre que no figuran en el Código Geográfico 941 de la AID son limitados por las reglas siguientes:

i) Son limitados solamente si son adqueridos por el productor en la forma en la cual son importadas.

ii) El costo total de tales componentes para el productor de la mercancía (entregados a los puntos de producción de la mercancía) no puede ser más del 50 por ciento del precio más bajo (excluyendo el costo de transporte y seguro marítimo) que el Suministrador cobra cuando pone la mercancia a disposición para venta en el extranjero (bien sea si es financiado por la AID o no).

iii) La AID puede establecer porcentajes que no sean 50 por ciento para mercancías específicas.

d) No será elegible para financiamiento bajo este contrato cualquier mercancía que consta de algún componente de un país que no figura en el Código Geográfico 935 de la AID.

e) Un producto químico-farmacéutico que usurpa los patentes estadounidenses no será elegible para financiamiento bajo este contrato.

f) Los productos químico-farmacéuticos tienen que estar en conformidad con la disposición especial 40.1 y 40.2 de la AID. (Ver Anexos).

c. Servicios de Entrega (CUANDO LOS PRODUCTOS QUIMICOS-FARMACEUTICOS SON FINANCIADOS BAJO ESTE PRESTAMO, SE DEBEN SUSTITUIR ESTOS REQUSITOS POR AQUELLOS DEL ARTICULO 12.)

1) Con respecto a flete aéreo o marítimo, "origen" significa la bandera de la nave, transportista o avión.

2) Flete Marítimo

a) La AID financiará los costos de transporte marítimo solamente cuando tales costos satisfacen los requisitos de este párrafo b.

i) Cuando el origen autorizado para adquisición es Código 000, la AID financiará el costo de transporte marítimo solamente en naves que llevan la bandera de los Estados Unidos.

ii) Cuando el origen autorizado para adquisición es el código 941, la AID financiará el transporte marítimo en naves con bandera de registro de los Estados Unidos, el país anfitrión y los países en el Código Geográfico 941.

iii) Las políticas de la AID limitan la elegibilidad de determinadas mercancías a origen estadounidense. Cuando tales mercancías son compradas bajo convenios que normalemente permiten adquisición de mercancías código 941, la AID financiará el transporte marítimo de acuerdo con (ii) precedente.

iv) A no ser que la AID determina que naves comerciales con bandera de registro de los Estados Unidos no son disponibles a tarifas módicas para ese tipo de nave, lo siguiente rige:

Por lo menos el cincuenta por ciento (50%) del tonelaje bruto de todos los bienes (calculados por separado cuando se trata de vehículos que transportan a granel, transatlánticos y buques de carga) financiados por la AID que pueden ser enviados por nave serán enviados por naves comerciales con bandera de registro de los Estados Unidos y que pertenecen a empresas privadas y; por lo menos el cincuenta por ciento (50%) de los ingresos brutos de flete generados por todos los envíos financiados por la AID y transportados al territorio de la Agencia de Contratación por buques de carga serán pagados a o en beneficio de naves comerciales con bandera de registro de los Estados Unidos que pertenecen a empresas privadas. Es necesario cumplir con los requisitos de esta clausula con respecto a cualquier carga transportada de puertos estadounidenses y también de carga transportada de puertos no estadounidenses, calculados por separado.

b) Cuando el envío es realizado bajo un conocimiento de embarque directo emitido por un transportista elegible, la AID financiará los costos incurridos en naves con bandera de registro de cualquier país del mundo libre si los costos son parte del costo total pagado al transportista elegible.

3) Flete por Avión

Cuando el Código Geográfico es 000 el Suministrador utilizará transportistas con bandera de registro de los Estados Unidos en la medida que se disponen como detalla la clausula del contrato con el título "Transporte y Viajes por Avión". Cuando el Código Geográfico es 941 es Suministrador utilizará transportistas con bandera de registro de los Estados Unidos, el país anfitrión y transportistas código 941 en la medida que se disponen como detalla la clausula con el título "Transporte y Viajes por Avión". Cuando no se disponen de los otros se puede utilizar transportistas con bandera de registro de países en el código 899 pueden ser utilizados.

4) Fletamiento

Todo fletamiento por avión o nave, bien sea si se trata de carga plena o parcial, para el transporte de equipos, materiales u otros bienes adqueridos para la ejecución de este contrato tiene que ser aprobado por la AID por escrito previo al envío.

5) Transporte General

Salvo especificación en contrario, la AID no financiará costos de transporte:

a) Para el envío más allá del punto de entrada al territorio nacional del país anfitrión a no ser que se usan servicios de transporte de distintos tipos que cubren desde el origen hasta el destino y el destino se detalla en la tarifa del transportista y es manifestado en el "conocimiento de embarque directo";

b) En un medio de transporte propiedad de, operado por o bajo el control de cualquier país que no figura en el Código 935;

c) En cualquier nave designada por la AID como inelegible para transportar carga financiada por la AID;

d) En cualquier nave o avión transportando carga plena o parcial que no haya recibido aprobación previa de la Oficina de Administración de Mercancías, AID/W.

9. Transporte y Viajes por Avión

a. El Suministrador deberá utilizar transportistas con bandera de registro de los Estados Unidos, el país anfitrión o un país que figura en el código 941 para transporte aéreo internacional (a excepción de que la fuente/origen de la mercancía es restringido al Código Geográfico 000) de personal (y sus efectos personales) o bienes en la medida que se dispone de servicio por tal transportista, de acuerdo con las condiciones siguientes:

1) Se considerará que servicios de transporte de pasajeros y flete mediante un transportista estadounidense son disponibles a pesar que:

a) Servicios comparables o diferentes mediante un transportista no estadounidense cuestan menos, o

b) Servicio mediante un transportista no estadounidense puede ser pagado con el exceso de divisas, o

c) El Suministrador o el viajero que necesita transporte por avión prefiere servicio mediante un transportista no estadounidense, o

d) Servicio mediante un transportista no estadounidense es más conveniente para el Suministrador o viajero que necesita transporte por avión.

2) Se considerará que no se dispone de servicio de transporte de flete mediante un transportista estadounidense:

a) Cuando se carece de un transportista estadounidense que proporciona servicio de flete por avión programado desde el aéropuerto que sirve al punto de origen del envío y hay un transportista no estadoundiense que sí lo proporciona.

b) Cuando el(los) transportista(s) estadounidense(s) que sirve(n) el punto de origen del envío rehuse(n) dar un conocimiento de embarque para el transporte del envío hasta el aéreopuerto de su destino.

c) Cuando a consecuencia del uso de un transportista estadounidense la entrega del envío a su destino fuere por lo menos siete días después de lo que es usando un transportista no estadounidense.

d) Cuando el peso total de la consignación excede el peso máximo por envío que el transportista estadounidense está dispuesto a acceptar y enviar a la vez tratandolo como un solo envío y un transportista no estadounidense esta dispuesto a hacerlo.

e) Cuando las dimensiones (longitud, anchura y altura) de uno o más de los artículos de la consignación exceden los límites de la puerta de carga del transportista estadounidense, pero no exceden las dimensiones aceptables para ser enviados por un transportista programado no estadounidense.

b. En el evento que el Suministrador seleccione un transportista que no sea un transportista estadounidense para el transporte aérea internacional, tendrá que incluir en la factura relacionada con tal transporte el certificado siguiente:

CERTIFICADO DE INDISPONIBILIDAD DE TRANSPORTISTAS ESTADOUNIDENSES

Certifico por la presente que no se disponía de servicios de transporte de personal (y sus efectos personales) o bienes mediante un transportista con bandera de registro de los Estados Unidos por las razones siguientes:

(Indique las razones)

c. Los términos usados en este clausula tienen el significado siguiente:

1) "Transporte aéreo internacional" significa transporte de personas (y sus efectos personales) o bienes por avión entre un lugar en los Estados Unidos y un lugar fuera de los Estados Unidos.

2) "Transportista estadounidense" significa uno de un grupo de transportistas aéreos cuyos tienen un certificado de conveniencia pública y necesidad promulgado por la Junta Civil Aeronáutica y aprobado por el Presidente, que autoriza operaciones entre los Estados Unidos y/o sus territorios y uno o más países extranjeros.

d. El Suministrador deberá incluir el contenido de este clausula, inclusive de este párrafo d., en cada subcontrato o orden de compra que surge de ésta y que puede tener relación con el transporte aéreo internacional.

10. Subcontratos

a. Los subcontratos tienen que cumplir con los requisitos de este contrato en cuanto a nacionalidad, fuente, origen y componentes. El Suministrador accede a incluir las disposiciones siguientes de este contrato en todos los subcontratos que surgen de éste:

Artículo "26"
"Transporte y Viajes por Avión"
"Nacionalidad y Origen"

b. Todos los subcontratos y ordenes de compra que exceden a $100.000 serán otorgados únicamente con el consentimiento anterior por escrito de la Agencia de Contratación y la AID y tal consentimiento, si es que se la da, no librará al Suministrador de cualquiera responsabilidad o compromomiso bajo este contrato.

11. Etiquetado

a. El Suministrador será responsable de asegurar que toda mercancía ha ser proporcionada bajo este contrato y todo contenador de envío lleva el emblema oficial de la AID y las etiquetas apropiadas. Los emblemas deberán estar sujetados por placas de metal, etiquetas adhesivas, estarcido u otro medio dependiendo del tipo de mercancía o contenador y la naturaleza de la superficie que va llevar el emblema.

b. El emblema puesto sobre las mercancías deberá ser de la misma durabilidad que la marca de fábrica o la marca registrada puesta por el fabricante y el emblema en cada contenedor de envío tiene que estar puesto en una forma que asegura que será legible hasta que el contenedor llegue a su destino. Estos contenedores deberán indicar la última serie de dígitos del número de identificación de los documentos de ejecucción pertinentes en carácteres de la misma altura que los de la etiqueta del expedidor.

c. El etiquetado de los envases y las cajas serán las siguientes:

Puerto/Aéreopuerto de origen.....
Puerto/Aéreopuerto de destino.....
Consignador.....
Consignatario.....
Núm. del contrato.....
Peso bruto.....
Peso neto.....
Núm. de envase/caja.....

12. Embalaje

Todo material y equipo tiene que estar debidadamente preparado para la exportación para poder resistir exposición a los elementos y el manejo duro durante el transporte marítimo o aéreo. Tal embalaje tiene que ser suficiente para asegurar la llegada en buen estado del envío a su destino y para prevenir contra peligros tales como extremos de temperatura y/o la posibilidad de corrosión a causa de la sal en el aire o almacenamiento al aire libre.

13. Inspección

a. Todo suministro (inclusive de materias primas, componentes, ensambladura intermediaria y productos finales) estará sujeto a inspección y prueba por o en nombre de la Agencia de Contratación a cargo

de la Agencia de Contratación antes de ser enviado. La Agencia de Contratación notificará al Suministrador por escrito indicandole los nombres de todo los inspectores o firmas de inspección. Queda entendido que la inspección y prueba por ningún concepto librarán al Suministrador de cualquiera garantía u otro compromiso bajo este contrato.

b. Si alguna inspección o prueba es realizada por o en nombre de la Agencia de Contratación en el local del Suministrador, el Suministrador deberá proveer todos las instalaciones y asistencia módica para la seguridad y la conveniencia de la Agencia de Contratación o sus inspectores en el desempeño de sus funciones sin cobro adicional alguno.

14. Aviso de Condiciones que Dificultan el Cumplimiento

El adjudicatario deberá dar aviso oportuno al comprador de:

a. Toda condición que dificulta o por la cual es razonable pensar existe la posibilidad que que ocasionará dificultades en el cumplimiento completo y oportuno del contrato, y

b. Las medidas que se están llevando a cabo para corregir o mitigar esta condición.

15. Fuerza Mayor

a). A excepción del incumplimiento de los subcontratistas, el Suministrador no tendrá responsabilidad para cualquier exceso de costos si la falta en el cumplimiento del contrato se debe a causas fuera de su control y no es su culpa ni tampoco se debe a negligencia de su parte (fuerza mayor) y si el Suministrador, dentro de 20 días desde el principio de tal fuerza mayor avisa a la Agencia de Contratación de tal impedimiento y la causa del mismo. Tales causas pueden incluir, aunque no se limitan a, acciones del prestatario/adjudicatario en su calidad soberana o contractual, incendios, inundaciones, epidemias, restricciones de cuarentena, huelgas, embargos de flete y un clima extraordinariamente fuerte, pero en todo caso la falta de cumplir el contrato tiene que estar fuera del control del Suministrador y no puede ser a consecuencia de su descuido. Si la falta de cumplir el contrato es la culpa del subcontratista y si tal incumplimiento surge de causas fuera del control tanto del Suministrador como del subcontratista y no se debe ni a la culpa ni al descuido de niguno de los dos (fuerza mayor) y si el Suministrador, dentro de 20 días desde el principio de tal fuerza mayor avisa a la Agencia de Contratación de tal impedimiento y la causa del mismo, el Suministrador no tendrá responsabilidad de cualquier exceso de costos debido al incumplimiento, a no ser que los suministros o servicios ha ser suministrados por el subcontratista se podían conseguir de otras fuentes en suficiente tiempo para permitir al Suministrador a cumplir con las fechas programadas de entrega.

b. En el evento de fuerza mayor, el Suministrador, salvo especificación en contrario por escrito de parte de la Agencia de Contratación, seguirá el desempeño de sus funciones en la manera enunciada por este contrato en la medida que ésto sea razonablemente práctico.

c. En el evento de fuerza mayor que resulte en una suspensión del

trabajo, este contrato será extendido por un período de duración semejante al período en el cual fue impedido de desempeñar sus funciones el Suministrador.

d. El Suministrador tendrá derecho de recompensa por costos módicos en el cual ha incurrido a consecuencia de fuerza mayor.

e. Si el Suministrador no es capaz de desempeñar sus funciones por motivo de fuerza mayor para más de 45 días después de que haya avisado la Agencia de Contratación, cualquiera de la partes puede concluir este contrato y el Suministrador tendrá derecho a recibir cualquier monto que fuera pagadero en caso de la conclusión de este contrato por la Agencia de Contratación por conveniencia.

16. Insolvencia

En el evento que el adjudicatario se vuelve insolvente, el comprador tendra el derecho de tratar tal insolvencia desde su principio como una violación del contrato de parte del adjuticatario.

17. Conclusión por Conveniencia

Si en cualquier momento durante el plazo de este contrato el comprador determina que es en su propio beneficio concluir el contrato tendrá el derecho de hacerlo por completo o parcialmente de vez en cuando, tan solo avisando al adjudicatario por correo aéreo certificado. Con respecto a los materiales que están terminados y listos para ser enviados dentro de un plazo de treinta (30) días después de tal aviso, el comprador accede a acceptar la entrega de tales materiales al precio y según las disposiciones del contrato. En el caso del resto del material que no haya sido entregado, el comprador puede escoger entre a) hacer que se termina todo o una parte de este material y que se lo entregue al precio del contrato y b) cancelar lo demás (si es que hay más) y pagar al adjudicatario un monto prorrateado del precio del contrato basado en el estado de realización ha ser certificado por él. El adjudicatario deberá entregar todo el material en medio del proceso de fabricación a cargo del comprador. El comprador no efectuará pago alguno por material aún no en el proceso de fabricación en la fecha en que se recibe el aviso de conclusión.

18. Conclusión por Incumplimiento

a.El comprador puede, tan solo avisandole por escrito al adjudicatario de su incumplimiento, concluir todo o una parte de este contrato en cualquiera de las circunstancias siguientes:

1. Si el adjudicatario no logra entregar las mercancías dentro del plazo enunciado por la presente o cualquiera extensión de la misma,

2. Si el adjudicatario no logra cumplir cualquiera de las otras disposiciones de este contrato, o no consigue avanzar de tal manera que pone en peligro el cumplimiento de este contrato de acuerdo con las disposiciones del mismo y en cualquiera de estas dos circunstancias no corrige tales faltas después de haber sido avisado por el comprador especificando tales faltas (el período depende de lo que el comprador autoriza por escrito).

Veáse Artículo 19 b del "Reglamento Para Registro de Oferentes y Procedimientos de Compra de Productos Químico-Farmacéuticos...."

b. En el evento que el comprador concluye este contrato en su totalidad o en parte en concordancia con el párrafo (a) de esta clausula, el comprador puede adquerir, según las condiciones y de tal forma que éste considera apta, suministros similares a aquellos concluidos de esta manera, y el adjudicatario será responsable del exceso de costo de tales suministros similares; siempre y cuando el adjudicatario continuará el cumplimiento de este contrato en la medida que no haya sido concluido bajo las disposiciones de esta clausula.

19. Daños y Perjuicios Liquidados

Si el Suministrador incumpla con las fechas programadas de entrega de este contrato, la Agencia de Contratación le gravará los daños y perjuicios liquidados en el monto de la garantía de cumplimiento y estos estarán sujetos a los Artículos 17, 18, 19, 20 y 22 del "Reglamento Para Registro de Oferentes y Procedimientos de Compra de Productos Químico-Farmacéuticos..."

20. Rompimiento

Si se determina después que cualquiera de las disposiciones de este convenio contravienen cualquiera ley o pólitica de los Estados Unidos de América o el Gobierno de Costa Rica será ésta considerada nula y sin valor y las demás disposiciones del mismo seguirán siendo vigentes y serán interpretadas como la ejecución en la mayor medida posible de las intenciones de las partes expresadas por la presente.

21. Renuncia

El fallo de parte de cualquiera de las partes en ejercer o hacer cumplir cualquiera de las condiciones de este convenio no será juzgado como una renuncia de sus condiciones o una enmienda de sus derechos; ni tampoco será una renuncia de una contravención de las condiciones considerada como una renuncia de tales condiciones o de contravenciones subsiguientes.

22. Igualidad de Oportunidades de Empleo

El Suministrador no hará discriminaciones en contra de los solicitantes de trabajo ha ser contratados en los Estados Unidos por motivos de raza, religión, color, sexo, u origen nacional y cumplirá con sus obligaciones en cuanto a la igualidad de oportunidades de empleo bajo la orden del Presidente 11246 del 24 de septiembre de 1965.

23. Investidura de Título y Derechos de Desviación

La AID reserva el derecho de investir en sí misma el título de los bienes financiados bajo este contrato, siempre y cuando tales bienes están en un estado suficiente para ser entregados y no han sido desembarcados en los puertos nacionales del país anfitrión. La AID puede exigir que los transportistas de estos bienes los desvían hacia otros destinos.

ANEXO B
EJEMPLO --"AVISO GARANTIA DEPOSITO"

CAJA COSTARRICENSE DE SEGURO SOCIAL
DEPARTAMENTO DE APROVISIONAMIENTO

Licitación Nº
Fecha

AVISO DEPOSITO GARANTIA

Casa exportadora

Señores:

De acuerdo con los términos de nuestra licitación, el DEPOSITO DE GARANTIA DE CUMPLIMIENTO, deberá hacerse dentro de los días hábiles posteriores a la fecha de recibo de la presente comunicación. Si no se cumple con este requisito, la adjudicación quedará sin efecto.

NO SE ACEPTAN COMO DEPOSITOS EN GARANTIA CHEQUES SIN CERTIFICAR.

DEBE PRESENTARSE TIMBRE DEPORTIVO, SI SE TRATA DE LICITACION PUBLICA.

IMPORTANTE: Esta garantía deberá tener un vencimiento no menor de .....

Nº Orden de C.	MONTO	GARANTIA
	C	C
TOTALES	C	C

Comprobante de Ingresos Nº	Cuenta Nº

OBSERVACIONES:

Por Depto. de Aprovisionamiento

RECIBIDO

Nombre o Razón Social	Fecha	Hora

Borrasé 135345 — F. 231 — 100/100x3 — OM.ss — 8-79

ANEXO C
EJEMPLO -- "ORDEN DE COMPRA - PEDIDO"

DEPARTAMENTO DE APROVISIONAMIENTO
APDO. 10105 TEL. 23 40-33 CABLE SESOCO
SAN JOSE, COSTA RICA, C.A.

(Supplier No.)

(Order No.) 5- 557952

ORDEN DE COMPRA - PEDIDO
(purchase order/Confirmation of Award)
(IMPORTACION)
(Import)

(Invitation for Bid No.)

(Request for Quotation NO.)

(Negotiated Purchase No.)

(Important Note)
(1. refer to this P.O. No. in all correspondence)
(2. send copies of all invoices and shipping documents by airmail and specify if this is a partial shipment
(3. all bank charges are to the account of the seller.)
(4. This document is not negotiable.)

(To:)

REPRESENTANTE
(Representative)

SIRVASE DESPACHAR POR NUESTRA CUENTA LO SIGUIENTE:

(Requisition No.)	U (Unit)	DESCRIPCION DE LA MERCADERIA (Description of the Merchandise)	(Code)	CANTIDAD (Quantity)	PRECIO UNITARIO (Unit Price)	TOTAL (Total)

VALOR EN LETRAS: (Amount in Letters) $

MARCAS	DESPACHO (Shipment/Delivery)	CONDICIONES (Conditions)	
LOS BULTOS DEBEN MARCARSE SEGURO SOCIAL COSTA RICA No. 5- 557952	GARANTIA (Bond/Guarantee) (ESTA GARANTIA CUBRE EL CUMPLIMIENTO DE LA ENTREGA EN LA FECHA CONVENIDA ASI COMO LA CALIDAD, MARCA Y DEMAS ESPECIFICACIONES DE LA MERCADERIA DETALLADA EN ESTA ORDEN DE COMPRA)	FORMA DE ENTREGA EN PUERTO NACIONAL (Method of Delivery to National Port) FECHAS (Dates) 1. 2. 3. 4.	NO ASEGURAR PORQUE NUESTROS PEDIDOS ESTAN CUBIERTOS CONTRA TODOS LOS RIESGOS POR LA POLIZA No. 12012 DEL INSTITUTO NACIONAL DE SEGUROS DE COSTA RICA PRECIO (Price) FORMA DE PAGO (Form of Payment) ADUANA (Customs) VIA DESTINO (Destination)

FORMA

REVISADO

DEPARTAMENTO DE APROVISIONAMIENTO

C-3

2610 ORN. 4 NOV 78
STANDARD

ANEXO D
EJEMPLO -- "FORMULARIO AID NO. 11"

AID 11 (2-80)

D-3

Form Approved
OMB No. 0412-0004

APPLICATION FOR APPROVAL OF COMMODITY ELIGIBILITY

Transaction No. (Assigned by AID)

TRANSACTION IDENTIFICATION

1. AID No.

2. Payment Terms

Letter of Credit		Name and Address of U.S. Bank	Other Payment Terms
No.	Date		

3. Import License

No.	Date

4. Supplier's Relationship to Authorized Source Country

☐ Corporation or Partnership Organized under Source Country Laws ☐ Individual: Citizen or Resident of Source Country ☐ Controlled Foreign Corporation ☐ Other

5. Supplier's Name and Address

6. Importer's Name and Address

7. Contract

Total Amount	Date

8. Shipping Plans as of Time of Application

a. Partial Shipment	b. Loading Port	c. Destination Port	d. Month(s) of Shipment
☐ No ☐ Yes $			

COMMODITY IDENTIFICATION

9. Schedule B 7-Digit Code(s)	10. Commodity Details	11. Unit and Unit Price, FAS/FOB Vessel (Named Port of Loading)
(a)		
(b)		
(c)		
(d)		
(e)		

12. Commodity Condition: ☐ Unused ☐ Other

13. Source

a. Authorized Area	b. Shipped From	c. Produced In

14. Components

a. From Other than 13.a Source	b. If 14.a is "Yes," Country Imported From	c. Cost Per Unit of 14.b Components
☐ Yes ☐ No		

15. Information about Producers and Plants

a. Name of Producer(s) and Location of Plants	b. Size Class of Producer(s)		c. Estimated Value Furnished from Each Plant
	Small Business	Not Small Business	
	☐	☐	

16. Remarks and Additional Information

17. SUPPLIER'S CERTIFICATIONS

As a condition for securing a determination of commodity eligibility preparatory to the receipt by the supplier of funds made available by the United States under the Foreign Assistance Act of 1961, as amended, in payment in whole or in part in the transaction described and for the commodity identified on this form, the undersigned, acting on behalf of the supplier whose name appears in block 5 above and authorized to bind the supplier, agrees with and certifies to AID as follows:

1. The supplier has contracted for the sale of the commodity described on this form to the importer whose name appears in block 6, and the supplier has either attached to this form a copy of such contract or has furnished in block 2 information concerning a letter of credit confirmed or advised in his favor under a payment obligation assumed by the importer in the sales contract.

2. The supplier has filled in the applicable portions of this form and certifies to the correctness of the information shown herein.

3. The supplier agrees that the commodity will be shipped and invoiced in accordance with the information shown herein; that if any change in commodity identification takes place after AID has approved this transaction, the supplier will resubmit this form to AID for review and further approval for financing in light of the changed commodity; and that this Commodity Approval Application which the supplier proposes to use as a basis for securing payment from AID funds, is in every respect the original or true copy of the original application approved by AID. The supplier acknowledges that any commodity, other than a commodity described on this form by the supplier and approved by AID below, is ineligible for AID financing with respect to the sale transaction for which this form must be submitted as a condition for payment.

4. The supplier certifies that he is an individual resident in a country included in the authorized source code; a non-resident citizen of a country included in the authorized source code; a corporation or partnership organized under the laws of a country included in the authorized source code; or a controlled foreign corporation (within the meaning of § 957 *et seq.* of the Internal Revenue Code) as attested by current information on file with the Internal Revenue Service of the United States (on IRS Form 959, 2952, 3646, or any substitute or successor forms) submitted by shareholders of the corporation. If the supplier is a controlled foreign corporation without a regular place of business in the United States, the supplier appoints any shareholder or officer thereof agent for the supplier to receive service of process in the United States in connection with any dispute arising between the supplier and AID and relating to the commodity sale financed by AID.

5. The supplier has not received notice directly by mail or indirectly by publication in the *Federal Register* or otherwise that AID has suspended or debarred him pursuant to AID Regulation 8 (22 CFR Part 208) or that the Treasury Department has placed his name on the Consolidated List of Designated Nationals and thereby rendered him ineligible to receive AID funds. To the best of his knowledge, the supplier has not acquired, and in any event will not acquire, for resale under AID financing the goods described on this form from any supplier suspended or debarred by AID or included on the Treasury List of Designated Nationals or from any affiliate of such a person.

6. The supplier acknowledges that this application, when approved, is not valid for shipments having a delivery date on or after the expiration date shown below.

Typed or Printed Name and Title _____ Signature of Authorized Representative of Supplier _____ Date _____

18. A.I.D. APPROVAL

By the signature and seal which appear below, AID has given limited approval to the sale described on this form. This approval is limited strictly to a determination that the commodity which the supplier has described is of a description, condition, and source eligible for AID financing. This approval and determination of commodity eligibility does not represent an approval of the sale price and does not in any way preclude an AID refund claim based upon a detailed analysis of the transaction upon post-audit in accordance with the provisions of AID Regulation 1 (22 CFR Part 201). AID expressly reserves to itself such rights as it may have under that Regulation and under such other AID forms as the supplier may be required to submit by the terms of financing documents and by the terms of Regulation 1.

EXPIRATION DATE _____

APPROVED FOR AID _____
Authorized Signature

_____
Date

19. CERTIFICATE FOR PARTIAL SHIPMENT

I hereby certify that the partial shipment for which payment is being requested from AID funds is being made under the contract covered by the original validated form AID-11 of which this is a true copy.

Typed or Printed Name and Title _____ Signature of Authorized Representative of Supplier _____ Date _____

GENERAL INSTRUCTIONS

Requirement for Payment. Section 201.11(k) of AID Regulation 1 declares that a commodity sale transaction is eligible for AID financing only if AID provides a determination of the commodity eligibility on the Commodity Approval Application. Section 201.52(a)(8) of the Regulation states that to secure payment in connection with any sale governed by the Regulation, a supplier must submit to the paying bank the signed original of this form, countersigned by AID. As appropriate, a reproduced copy of the validated form, certified as provided in the second paragraph below, is required with each subsequent claim for partial shipments made under the original validated form AID-11.

Approval by AID. To secure AID approval, a supplier must submit signed and properly executed original and one copy of the form, addressed to the Agency for International Development, Office of Commodity Management, Washington, D.C. 20523, or to the alternative direct mail address published in AID Small Business Memorandums. AID will indicate its approval in block 18 of the form if the form is properly executed and if AID has no objection to financing the described commodity. If AID refuses approval, the Agency will return the form to the supplier with an explanation for the refusal. In either case, an identification number will be assigned by AID in the upper right-hand corner of the form. Any follow-up correspondence between the supplier and AID should refer to this number.

Partial Shipments. In the event a supplier expects to make more than one shipment under a single contract, letter of credit, or collection document, he may either submit a separate form AID-11 covering each shipment, or submit a single form AID-11 covering the entire contract. In the latter case, the original AID-approved form will be presented to the paying bank with the supplier's first request for payment and a reproduced copy of the approved form, properly certified in block 19, will be presented with each request for payment for subsequent partial shipments. See detailed instructions for block 8.

Duration of AID Approval. AID approval remains valid for 6 months as evidenced by the expiration date entered by AID in block 18. If the letter of credit is valid for a longer period, upon request from the supplier and submission of a copy of the letter of credit, AID will provide an approved expiration date corresponding to the expiration date of the letter of credit. If the AID approval expires prior to delivery, the supplier must reapply for approval, making reference to the transaction number assigned by AID.

Timing of Submission. Under letter of credit financing the application normally should be submitted subsequent to receiving confirmation or advice concerning the credit, but prior to shipment. The form may, however, be submitted prior to receipt of such credit provided that an original or true copy of the contract with the importer accompanies the application. Under any other method of financing, the application will be submitted following receipt of instructions that the transaction is to be AID-financed and must be accompanied by an original or true copy of the contract with the importer. In no case should the form be submitted prior to the time the supplier is able to furnish all required information in blocks 12 through 15.

Submissions in English Language. Every commodity description which appears on the form must be stated in English. If a supplier furnishes as an attachment to this form a contract in a language other than English, an English translation of the commodity description must also be furnished.

Necessity for Complete Information. All numbered blocks MUST be appropriately completed. If the application contains incomplete blocks, it will NOT be processed but will be returned for completion.

AID Geographic Codes. See § 201.11(b)(4) of AID Regulation 1 for countries and areas included in geographic code numbers.

Obtaining Forms. Forms may be obtained in limited quantities from banks holding AID letters of commitment, field offices of the Department of Commerce, the AID office in the supplier's country, U.S. Embassies or consulates, local banks, or the Distribution Branch, Agency for International Development, Washington, D.C. 20523. A supplier may reproduce the form provided the reproduction is identical with the original copy in every respect, including size, color, and format. A supplier may overprint his name and address in block 5.

INSTRUCTIONS RELATING TO SPECIFIC ITEMS

BLOCK 1: Enter the letter of commitment number or Project Implementation Order number, as applicable. If neither is available, enter the loan or grant agreement number. AID cannot act on an application unless one of these numbers is provided.

BLOCK 2: Indicate the method of financing. If by letter of credit, enter the letter of credit number assigned by the U.S. bank, the date the bank issued, advised, or confirmed the letter of credit, and the name and address of the bank concerned. If the application is submitted prior to receipt of this information, enter the words "Firm contract" and attach a copy of the contract.

If the transaction is not to be financed by letter of credit, enter the applicable payment terms (e.g., sight draft collection, open account) and attach a copy of the contract.

BLOCK 3: The importer should provide the supplier with this information. Generally the import license number appears on the letter of credit. If the information is not known or is not available at the time of submission of the application, enter "Unknown." (In some cases it may be necessary for AID to require this information before approving the application.)

Omit this information and enter "NA" (not applicable) if the importer has not been required by his government to secure an import license.

BLOCK 4: Check the appropriate box to indicate the supplier's relationship to a country in the authorized source code. This information is relevant to certification 4 in block 17. If the box for "Controlled Foreign Corporation" is checked, show the U.S. payment address in block 16. If "Other" is checked, furnish explanation of relationship in block 16.

BLOCK 5: Enter name and address, taking care to center the information in order to permit AID to use a window envelope in returning the form.

BLOCK 7: Enter the total contract sales price, i.e., the total remuneration (in whatever currency and whether paid directly to the supplier or in whole or in part to a designee of the supplier) to be received under the contract. Enter contract date or date the purchase order was accepted.

BLOCK 8: (a) Check the appropriate box to indicate whether the supplier expects to make partial shipments. If "yes" and a separate application form will be submitted for each partial shipment, enter the value of the shipment to which this application relates. If only one application form will be submitted to cover all partial shipments, omit the dollar value.

(b) Enter the proposed loading port. If only the range of ports is known, enter the range of ports; e.g., North Atlantic, South Atlantic, Gulf, Pacific, Great Lakes. If expected that partial shipments will be made, but only one application form is to be submitted, entries under (b) and (c) will relate to the first shipment only.

(c) Enter the proposed destination port.

(d) Enter the month in which it is expected shipment will be made. In the case of partial shipments, indicate the estimated first and last months of shipments; e.g., April-September.

BLOCKS 9 and 10: Enter the U.S. Department of Commerce Schedule B 7-digit code or the AID 10-digit Schedule B-Viet-

nam code, as appropriate, in block 9 and describe the commodity in block 10, giving size, quantity, and a clear word description of the commodity, including any special formula or other distinguishing characteristics such as substandard quality (e.g., reject, imperfect, second) which will help to identify it.

If the contract or the letter of credit identifies the commodity by other than Schedule B code or AID Schedule B-Vietnam code (e.g., Standard International Trade Classification, Brussels Trade Classification, importing country tariff classification), this identification should be furnished as part of the commodity description.

If the commodity description varies significantly within the same Schedule B code, separate entries must be furnished for each commodity.

BLOCK 11: Enter the unit and unit price for the commodity on an FAS or FOB basis for the loading port specified in block 8.b. For other delivery terms, enter a constructive price FAS or FOB vessel; i.e., subtract from a C&F or CIF price estimated ocean freight and marine insurance, or add to an inland price (e.g., ex plant, FOB rail cars (named point)) the estimated inland freight and accessorial costs necessary to place the commodity in the custody of the ocean carrier.

If the supplier is unable to compute a unit price FAS or FOB vessel, the unit price of the commodity may be shown on the basis of the inland price with estimated inland freight cost, if available, footnoted in an explanatory entry in block 16. This alternative is not applicable to certain commodities subject to an eligibility test based on maximum FAS value per unit. (Such commodities are identified in Office of Small Business Memorandums.)

SPECIAL INSTRUCTIONS—MULTI-CODED ITEMS: If the shipment (or contract) is made up of commodities bearing differing Schedule B codes, or if the commodity description varies significantly within the same Schedule B code, separate entries must be furnished for each code or description. When there are six or more items to be listed in blocks 9 through 11, a signed and dated accepted contract, order, invoice, or other separate listing of the information may be attached to the original and copy of the form AID-11, provided the full 7-digit Schedule B code, complete and accurate description of the commodity, and FAS or FOB vessel unit price are shown for each. If the information required by blocks 12 through 15 is not common to all commodities listed, appropriate information related to each such commodity is also required to be shown either on the attachment or in the blocks 12 through 15 and related to the appropriate line of the attachment. If an attachment is used in lieu of entry of the information on form AID-11, complete blocks 9-11 inclusive, and 12-15 inclusive (when applicable) by entering the words "See attachment."

SPECIAL INSTRUCTIONS—BLOCKS 12 through 15: If more than one commodity is listed in block 9, provide information required by blocks 12 through 15 on separate lines in those blocks, identified to the corresponding line on which the commodity is listed in block 9. For example, information concerning a commodity listed on line (c) in block 9 would be identified as line (c) in blocks 12 through 15. When only one form AID-11 is submitted, information in these blocks should be descriptive of the total contract. If a separate form AID-11 is submitted for each shipment under the contract, the information in these blocks should cover only that single shipment.

BLOCK 12: Enter check mark in the appropriate box to indicate the condition of the commodity. If the commodity is other than unused, describe the condition in the space below or in block 16. For this purpose, any commodity declared surplus by a U.S. Government agency and any commodity containing rebuilt or rehabilitated components are not considered as "unused."

BLOCK 13: See § 201.11(b)(4) of AID Regulation 1 for countries and areas included in geographic code numbers.

(a) Enter in block 13.a the authorized geographic source area as provided by the importer.

(b) Enter in block 13.b the country from which the commodity will be shipped to the importer. If the commodity will be shipped from a free port or bonded warehouse, indicate this fact in block 16 and give the location of the bonded warehouse.

(c) Enter in block 13.c the country in which the commodity has been or will be mined, grown, or produced through manufacturing, processing or assembly.

BLOCK 14: (a) Enter in block 14.a "Yes" if the commodity includes components imported into the country of production from a country not included in the authorized geographic source area indicated in block 13.a. If such components are not included, enter "No."

(b) If block 14.a is "Yes," identify in block 14.b each country from which components were imported into the country of production.

(c) In block 14.c enter the total cost, within each unit of the finished product, attributable to components imported from each country indicated in block 14.b. If the supplier is unable to furnish information required by blocks 14.b and 14.c at the time of submission of the application and no componentry percentage other than the 50 percent set forth in § 201.11(b)(2)(ii) *(b)* of AID Regulation 1 has been authorized for the commodity, AID will accept a statement in these blocks or in block 16 that (1) the commodity contains no components from other than "free world" countries, and (2) the total cost of components imported into the country of production from other than countries included in the authorized geographic source code (or the cooperating country itself whenever Code 941 is authorized) per unit of finished commodity is no more than 50 percent of the lowest selling price per unit at which the supplier makes the commodity available for export. If AID has authorized a percentage for nonsource free world components other than 50 percent, the supplier should state such other higher or lower modification of the percentage rule, with a citation to the pertinent modification; and the actual percentage of nonsource free world components in the product, or an affirmation that the percentage of such components is not in excess of the percentage allowed by AID. The supplier should thereafter be prepared to demonstrate the accuracy of these statements upon request of AID.

BLOCK 15: At the supplier's option, this information may be omitted from the original form and shown only on the duplicate copy which does not leave AID's possession. (a) Enter the name of the producer (e.g., the manufacturer, processor, assembler) and the location (city and State or country) of the plant where produced. "Same as block 5" may be entered when appropriate.

(b) (This information is required only when a U.S. address is indicated in block 15.a. The information is required so that AID can compile information recommended by Congress.) Indicate whether the producer is considered a small business concern for the purposes of U.S. Government procurement. Generally a small business concern is a firm that (1) is not dominant in its field of operations and, with its affiliates, employs fewer than 500 employees, or (2) is certified as a small business concern by the Small Business Administration. (Code of Federal Regulations, Title 13, Part 121, as amended.) If a producer is unsure of his classification, he may obtain guidance from the nearest field or regional office of the Small Business Administration.

(c) Enter the part of the total commodity value, FAS or FOB vessel port of loading, attributable to the goods furnished from each plant.

BLOCK 16: This block may be used to furnish explanation of, or additional information in connection with, any entries on the form. Identify any explanatory entry to the block (and line, as appropriate) to which it relates.

BLOCK 17: The supplier, or his authorized representative, must manually sign this certification, showing name, title, and date signed.

BLOCK 18: For AID use. Note that AID approval is not valid for deliveries on and after the expiration date shown in this block.

BLOCK 19: If reproduced copies of this original form are presented with the supplier's request for payment (see third paragraph of General Instructions), the supplier or his authorized representative must manually sign this certification in block 19 of the reproduced form, showing name, title, and the date signed.

ANEXO E

EJEMPLO -- "FORMULARIO 1450-4 EXTRACTO DE LA FACTURA Y EL CONTRATO DEL CONTRATISTA"

E-3

INVOICE-AND-CONTRACT ABSTRACT

(TM 11:24)

Form Approved
OMB No. 0412-000

1. COMMODITY SUPPLIER'S NAME AND ADDRESS

2. FOR AID USE

3. AID IMPLEMENTATION NUMBER

4. IMPORTER'S NAME AND ADDRESS

5. VESSEL

6. FLAG

7. PORT OF EXIT

8. COMMODITY INFORMATION

a. Description of Commodity and Schedule B No.	b. Gross Weight	c. Measurement

9. INVOICE INFORMATION	10. CONTRACT INFORMATION
a. Number	a. Date
b. Date	b. Total Amount
c. Amount After Discount	c. Source (Country)

11. SUPPLIER INFORMATION

a. Small Business ☐ Yes ☐ No (Complete b)

b. Estimated Value (% of Block 9c) Furnished From Small Businesses _____ %

c. Minority Business ☐ Yes ☐ No (complete d)

c. Estimated Value (% of Block 9c) Furnished From Minority Businesses _____ %

12. INSURANCE INFORMATION

a. Insured Value

b. Premium

c. ☐ All Risk Rate _____

☐ War Risk Rate _____

☐ Other (Specify) _____ Rate _____

13. TRANSPORTATION INFORMATION

a. Vessel Type ☐ Bulk ☐ Berth ☐ Tnkr. ☐ Air

b. B/L or Air Waybill Number

c. B/L or Air Waybill Date

d. Freight Rate

Other Freight Charges

Total Freight Charges

14. INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILAR PAYMENTS, AND SIDE PAYMENTS

a. Recipient's Name	b. Recipient's Address	c. Amt. Paid or To be Paid

15. ADDITIONAL INFORMATION AND REMARKS

16. If Certification on other side is made by ☐ carrier or ☐ insurer, type or print name and address of company.

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SUPPLIER'S CERTIFICATE AND AGREEMENT WITH THE AGENCY FOR INTERNATIONAL DEVELOPMENT FOR PROJECT COMMODITIES

The supplier hereby acknowledges that the sum indicated on the accompanying invoice, as claimed to be due and owing under the terms of the contract identified on the reverse hereof (hereafter referred to as 'said contract') is to be paid, in whole or in part, out of funds made available by the United States under the Foreign Assistance Act of 1961, as amended. In consideration of the receipt of such sum, the supplier agrees with and certifies to AID as follows:

1. The undersigned is the supplier indicated in the Invoice-and-Contract Abstract on the reverse hereof, is entitled under said contract to the payment of the sum claimed, and is executing this Certificate and Agreement for the purpose of obtaining such payment from funds made available by the United States as described above.

2. The supplier will, upon the request of AID, promptly make appropriate refund to AID, plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621 (b)] from the time of payment to the supplier, in the event of

(a) its nonperformance in whole or in part, under said contract, or

(b) any breach by it of any of any of its undertakings in this Certificate and Agreement, or

(c) any false certification or representation made by it in this Certificate and Agreement or in the Invoice-and-Contract Abstract on the reverse hereof.

3. The supplier certifies, on the basis of such sources as are available to it and to the best of its information and belief:

(a) The price, excluding transportation, of any commodity for which payment is requested on the accompanying invoice does not exceed the lower of (i) the market price prevailing for comparable sales in the source country at the time of purchase or (ii) the price generally charged by the seller for comparable sales in the source country at the time of purchase. A price resulting in an award under a formal competitive bidding procedure will be presumed to meet this price requirement. A comparable sale is one which is sufficiently similar to the present sale with respect to quantity, quality, and conditions of sale that the price would not customarily be different from said contract price. Time of purchase means that period encompassing the date the purchase price is fixed during which prices in comparable sales remain substantially constant.

(b) any freight for which payment is requested on the accompanying invoice, does not exceed the established rate, if any, for comparable shipments on file at the Federal Maritime Commission or the Civil Aeronautics Board of the U.S. A comparable shipment is one which is similar with respect to type of commodity, commodity rate classification, quantity, flag carrier, choice of ports, and other pertinent factors.

(c) the cost of any insurance for which payment is requested on the accompanying invoice does not exceed the prevailing price for the same or similar coverage.

4. The supplier will, upon the request of AID promptly make refund to AID of any amount by which the price of commodities, freight, or insurance exceeds the maximum permitted under paragraph 3 above, plus interest [at the rate established in accordance with the Internal Revenue Code, 26 U.S.C. 6621(b)] from the time of payment to the supplier.

5. To the best of its information and belief, any commodity or service supplied under said contract meets the source, origin, componentry, and nationality requirements in the contract, and any marking requirements in the contact have been complied with.

6. The amount shown in Block 9c is net of all credits, allowances and discounts granted and payments made by the supplier or its agent to or for the account of the purchaser. The supplier will promptly pay to AID (Office of Financial Management, AID, Washington, D.C. 20523) any adjustment refunds, credits, or allowances which hereafter become payable to or for the account of the purchaser [illegible] ng out of the terms of said contract or the customs of the co[illegible]

7. (a) The supplier or its agent has not given or received and will not give or receive a side payment, 'kickback', commission, or any other payment, credit, allowance, or benefit of any kind in connection with said contract from, to, or for the benefit of the purchaser, the purchaser's agent or the Borrower/Grantee other than those referred to in paragraphs 1 and 6.

(b) Any commission or similar payment paid or to be paid by the supplier to its agent in connection with the transaction for which payment is requested is shown on the reverse hereof and does not exceed the lesser of (i) the amount customarily paid by the supplier in connection with similar transactions or (ii) the amount customary in the trade. If said contract provides that AID will not finance such payments, the supplier certifies that the amount of such payments is not included in the amount for which payment is requested.

(c) Any brokerage commission paid or to be paid in connection with a chartered shipment does not exceed 2½ percent of the ocean freight charge.

(d) The supplier has not compensated any person to obtain said contract except to the extent, if any, indicated on the reverse hereof.

8. The supplier will for a period of not less than three (3) years after the date of final payment maintain all business records and other documents which bear on its compliance with any of the undertakings and certifications herein and will at any time requested by AID make such records and documents available to AID for examination and promptly furnish to AID such additional information as AID may request relating to such compliance.

9. The supplier certifies that it has not been informed of its ineligibility to act as a supplier or contractor or otherwise participate in AID-financed transactions.

10. The supplier acknowledges that AID has reserved the right to vest in itself, title to the goods financed under said contract, provided that such goods are in a deliverable state and have not yet been off loaded in ports of entry in the cooperating country. AID may direct carriers to divert these goods to alternative destinations.

11. The supplier certifies that it has submitted a copy of every ocean bill of lading, applicable to the commodities and transactions described on the reverse hereof, to the Maritime Administration, Cargo Preference Control Center, Commerce Building, Washington, D.C. 20235, and that such bill(s) of lading state all the carrier's charges, including the rates for calculation such as weight or cubic measurement.

12. The supplier has filled in all applicable portions of the Invoice-and-Contract Abstract on the reverse hereof and certifies to the correctness of the information shown therein.

PERSONAL CERTIFICATION BY NATURAL PERSON SIGNING THIS CERTIFICATE AND AGREEMENT

The natural person who signs this Certificate and Agreement hereby certifies either that he/she is the supplier or that he/she has actual authority to sign on behalf of the supplier and to bind the supplier with regard to all certifications and agreements contained in this Certificate and Agreement. He/she further certifies, if he/she is not personally the supplier, that either he/she is an employee of the supplier or has written power of attorney to sign for and bind the supplier. He/she acknowledges that he/she is signing and submitting this Certificate and Agreement for the purpose of receiving payment from AID funds and that AID in making funds available for such payment will rely upon the truth and accuracy of this Personal Certification as well as of all other representations in this Certificate and Agreement.

The Supplier's Certificate and Agreement and the personal certification herein shall be governed by and construed in accordance with the laws of the United States of America.

_____
Type or print name and title of official authorized to sign

_____
Signature of official authorized to sign for (check one) Date

☐ Commodity Supplier ☐ Carrier ☐ Insurer

_____
Place executed (City, County, State, Country)

NOTES. (a) Any amendments of, or additions to, the printed provisions of this Supplier's Certificate and Agreement are improper and will not be considered a part hereof. (b) False statements herein are punishable by United States law. (c) The word 'copy' must be written after the signature on all copies other than the original.

INSTRUCTIONS FOR COMPLETING FORM AID 1450-4

Execution of Form. This form is designed for use with the U.S. Standard Master for International Trade. An original and one (1) copy of this form, completed by the following suppliers, as appropriate, must accompany each invoice for which payment is requested:

(a) Commodity Supplier - executed by the commodity supplier covering the cost of the commodity, including the cost of any commodity-related service paid by the commodity supplier for its own or the buyer's account;

(b) Transportation Supplier (Carrier) - executed by each carrier or in the case of a through Bill of Lading, the issuing carrier, for the cost of the ocean or air transportation financed by AID;

(c) Insurance Supplier (Insurer) - executed by the insurer, by the insurance broker, or by the commodity supplier *(if the commodity supplier is the insured under an open cargo insurance policy issued by the insurer and is authorized under such policy to bind the insurer by issuing insurance certificates or policies in favor of importers)* for the cost of marine insurance financed by AID when such cost exceeds $50.

The original must be signed by a person authorized by the supplier who shall indicate his/her title and certify to his/her authority.

Submission in English Language. The form must be completed in the English language *only* and all amounts of money *must* be shown in U.S. dollars.

Obtaining Forms. The form may be obtained in limited quantities from banks holding AID Letters of Commitment, from district offices of the Department of Commerce, the AID office in the supplier's country or the Distribution Branch, Agency for International Development, Washington, D.C. 20523. The forms may be reproduced, providing the reproduction is identical in size and format.

INSTRUCTIONS FOR COMPLETING ENTRIES ON INVOICE-AND-CONTRACT ABSTRACT

GENERAL INSTRUCTIONS:

Except as provided in the instructions for specific blocks, suppliers *must* complete all blocks or enter the letters 'NA' *(Not Applicable)*, as follows:

Commodity Supplier - Complete all blocks except 12 and 15 however if the commodity supplier has paid for the transportation and/or insurance for its own or the buyer's account block 12 and 15 will also be completed by the commodity supplier. Block 11 is to be completed *only* when the address in block 1 is a U.S. address.

Transporation Supplier (Carrier) - Complete blocks 1 through 8 as well as 13, 14, and 15.

Insurance Supplier (Insurer) - Complete blocks 1 through 8 as well as blocks 12, 14, and 15.

INSTRUCTIONS FOR INDIVIDUAL BLOCKS

BLOCK 1: Enter the commodity supplier's name and address. *Caution: if the form is executed by the carrier or the insurer, enter the commodity supplier's name and address in block 1 and complete block 16.*

BLOCK 2: For AID use *only*.

BLOCK 3: Enter AID implementing document number furnished in the Letter of Credit or Importer's instructions. This number will [illegible] the Loan or Grant Agreement number, Letter of Commitment number or the Project Implementation Order number.

BLOCK 4: Enter the importer's name and address. *Caution: [illegible] documents prepared from the Standard Master, such as the Bill of Lading, the corresponding block may call for the name and address of the party to whom the carrier is to give notice of arrival, when such party is not the importer, be sure to enter the importer's name and address.*

BLOCK 5: Enter the name of the vessel.
BLOCK 6: Enter the flag of registry.
BLOCK 7: Enter the port shown on the Bill of Lading.

BLOCK 8: COMMODITY INFORMATION

a. Enter the description of each commodity and its U.S. Department of Commerce Schedule B number, if available. For multiple items, enter a summary description of the group of items and the appropriate Schedule B number(s), if available.

(Instructions continued [illegible])

8V

CONTINUATION OF INSTRUCTIONS FOR COMPLETING FORM AID 1450-4

Enter the Bill of Lading weight.
Enter the Bill of Lading measurement.

K 9: INVOICE INFORMATION
Enter the invoice number of the accompanying invoice to which this ct relates.
Enter the invoice date.
Enter the net amount for which the supplier seeks payment *(see ephs 6 and 7 of the Supplier's Certificate).*

K 10: CONTRACT INFORMATION
Enter the date of the contract.
Enter the total contract amount.
Enter the country of source.

K 11: SUPPLIER INFORMATION
ction *must* be completed *only* when a U.S. address is indicated in 1. The information is required to enable AID to compile reports re- d by Congress.
Indicate whether the supplier is a small business as defined in ubpart 1-1.7 (CFR Title 41). A small business is an enterprise which ndependently owned and operated for profit, is not dominant in its operation, and with its affiliates, has no more than 500 employees *higher number of employees designated for specific industry groups 1-1701-1 (CFR Title 41)),* or (2) is certified as a small business by all Business Administration. If the supplier is unsure of its class- n, it may obtain guidance from the nearest field or regional office Small Business Administration.
f the supplier is not a small business, enter the best estimate of centage of the total invoice amount paid or to be paid to subcon- or suppliers of components who are small business concerns.
ndicate whether the supplier is a minority business as defined in 1.1505 (CFR Title 41). A minority business is an enterprise which is 50 percent (50%) owned by minority group members. For the pur- this definition, minority group members are Negroes, Spanish-speaking Americans, American Orientals, American Indians, American Eskimos and American Aleuts.

d. If the supplier is not a minority business, enter the best estimate of the percentage of the total invoice amount paid or to be paid to subcontractors or suppliers of components who are minority business concerns.

BLOCK 12: INSURANCE INFORMATION
Complete block 12 *only* if the insurance premium exceeds $50.
a. Enter the insured value of the shipment.
b. Enter the total premium.
c. Enter the type of coverage and insurance rate. If 'Other' is checked explain below or in block 15.

BLOCK 13: TRANSPORATION INFORMATION
A. Check appropriate vessel type.
b. Enter the Bill of Lading or air waybill number.
c. Enter the Bill of Lading or air waybill date.
d. Enter freight rate, other freight charges and the total dollar amount of freight charges after discount.

BLOCK 14: INFORMATION AS TO COMMISSIONS, CREDITS, ALLOWANCES, SIMILAR PAYMENTS AND SIDE PAYMENTS
Enter in blocks 14a, b and c pertinent information with reference to (a) all commissions and other payments, credits, allowances or benefits of any kind, paid or to be paid by the supplier to or for the benefit of his/her agent, the importer, or the importer's agent; and (b) any side payments, not shown on the invoice, made or to be made by the importer to the supplier, in connection with the transaction. If there is insufficient space to furnish the required information in block 14, continue the listing into block 15 or enter 'Continued' or 'See attached listing' in block 14a and attach a separate sheet to the form. If no commissions or other payments, credits, allowances, benefits, or side payments are involved, enter 'NONE' in block 14.

BLOCK 16: Check the appropriate box and print or type carrier's or insurer's name and address.

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ANEXO F
CONDICIONES ESPECIALES DE LA AID NO. 40.1
ENCUANTO A FARMACEUTICOS

SPECIAL PROVISION -40.1

Alkaloids, Antibiotics, Vitamins, and Related Products

435.0100-435.0500	Caffeine, opium alkaloids and their derivatives
435.1100	Erythromycin and its derivatives
435.1510-435.1530	Ampicillins, penicillin G salts, tetracycline and others
435.1520-435.2300	Tetracycline-type and others
435.2500-435.2600	Enzymes for pharmaceutical production
435.2900	Glycosides, natural and synthetic
435.3100-435.4100	Prednisolone, corticosteroids, steroid and nonsteroid hormones and inorganic drugs
435.4200-435.6540	Niacin, niacinamide, vitamins and provitamins
435.6700-435.7300	Antihistamines and anti-infective agents
435.7500	Autonomic drugs
435.7700	Cardiovascular drugs
435.7800	Choline salts
435.7900	Dermatological agents and local anesthestics
435.8000-435.8100	Aspirin, and other analgesics
435.8500	Anticonvulsants, hypnotics and sedatives primarily affecting the central nervous system
435.8700-435.9500	Antidepressants, tranquilizers and other psychotherapeutic agents primarily affecting the central nervous system
441.1000	Artificial mixtures, containing one or more antibiotics
441.2000-441.9000	Artificial mixtures, containing one or more vitamins, but no antibiotics and other artificial mixtures
441.1000-442.9900	Finished dosage pharmaceutical preparations
491.1020	Unfilled gelatin capsules

I. Special Requirements

A. Expiration Dates

Not more than 1/6 of full dating periods from 1 to 18 months, nor 1/3 of full dating periods of more than 18 months shall have expired on the date of shipment.

B. Identification

Each unit package shall bear labels which identify the contents by generic name. In the case of products consisting of more than one active ingredient, generic name and quantity of each active ingredient must be provided. Shall be additionally identified "USP" or "NF", if covered by specifications of the U.S. Pharmacopeia or the National Formulary of the United States.

C. Professional Samples

Professional samples shall not be furnished in connection with AID-financed sales of drug

SPECIAL PROVISION - 40.1 (Continued)

substances and/or products in other than finished-dosage form. If sales of finished-dosage forms are eligible for A.I.D. financing, any professional samples furnished in connection with such sales shall be at the supplier's expense and must contain less than the manufacturer's smallest available commercial package (but not less than an individual dose) of the same product. Each professional sample shall clearly state in its label "Professional Sample."

D. Invoices

Invoices must itemize each drug substance and/or product for which payment is claimed. The following information regarding each line item must be provided either on the face of the invoice or on an attachment thereto:

1. General Information

a. The quantity of each active ingredient in each item billed. Each active ingredient shall be identified by its "established name" and additionally identified as "USP" or "NF", if specifications covering such material are included under established names in the U. S. Pharmacopeia or the National Formulary of the United States. "Established Name" is defined in Section 502(e) (2) of the Federal Food, Drug and Cosmetic Act.

b. The actual expiration date for each item billed, or an indication that no expiration date applies.

c. An itemized accounting of any professional samples related to A.I.D.-financed transactions, whether or not shipped separately.

SPECIAL PROVISION - 40.1 (Continued)

2. Additional information, if invoices include:

a. Insulin

(1) List applicable batch numbers.

(2) Attach copies of pertinent Federal Food and Drug Certificates.

b. Drug substances and/or products shipped from a free port or bonded warehouse

(1) Specify operation(s) performed on the item if it or its packaging was changed in any manner while in the free port or bonded warehouse.

(2) List the name and address of the manufacturer who produced the ingredient(s) used in invoiced items.

II. Additional Documentation Required for Reimbursement

A certificate, by or for the supplier, endorsed on or attached to the invoice, as follows:

"The undersigned supplier, or agent acting in behalf of and authorized to bind the supplier, agrees with and certifies to A.I.D. that he has complied in full with each of the special requirements for A.I.D. financing of drug substances and/or products (A.I.D. Special Provision 40.1); guarantees that, on date of shipment, no item for which payment is now claimed is adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, and is not an article which may not, under provisions of Sections 404 or 505 of that Act, be introduced into interstate commerce; and will, with respect to violation of any such requirement or guarantee make, upon demand, full and complete refund to A.I.D. of any sum received by the supplier as A.I.D. financing for any product which is the subject of such a violation."