

10460 COMPETITIVE PROBLEMS IN THE DRUG INDUSTRY

65, I - C

GENERAL INSTRUCTIONS

1. **INFORMATION CONTAINED IN THIS SCHEDULE.** This schedule lists only contractors which have received awards. Additional awards may be made, and, as awarded will be published in cumulative editions to this schedule. In cumulative editions to this Schedule, new information will be identified by a vertical line in the right hand margin.
2. No pricelists/catalogs will be furnished by contractors.
3. **GEOGRAPHIC COVERAGE.** The 50 States, Washington, DC and Puerto Rico.
4. **PRIMARY USERS.** All Federal agencies in the executive branch (except DoD and U.S. Postal Service) and the DC Government.

Exemptions from primary use: Depot Stock requirement of HEM.
5. **OTHER USING ACTIVITIES.** Government activities, other than primary users, and Government cost-reimbursement type prime contractors (authorized in writing by a Federal agency) may place orders under this schedule.
6. **MULTIPLE AWARDS.** Multiple award Federal Supply Schedules cover contracts made with more than one supplier for comparable items at either the same or different prices for delivery to the same geographic area.
7. **INCORPORATION OF FORMS.** The following forms apply to all contracts in this schedule:
 - a. Standard Form 32, General Provisions (Supply Contract), November 1969 edition.
 - b. GSA Form 1424, GSA Supplemental Provisions, March 1972 edition, except:
 - (1) Clauses 31 and 32 are modified by changing "Interim Federal Standard 00123B" to "Federal Standard 123C."
 - (2) Clause 36 is deleted.
 - (3) Delete all references to "General Services Administration" and "Administrator of General Services" and substitute "Veterans Administration" and "Administrator of Veterans Affairs" except in Paragraphs 23 and 31.
 - (4) Clause 6 is modified to include the following:

Rejected goods will be held subject to contractor's disposition instructions for not more than 15 days after which merchandise will be returned to the contractor's address at his risk and expense.
 - c. GSA Form 2891, Standard Provisions - Federal Supply Schedules, November 1973 edition.
8. **PAYMENTS.** Paying offices of the ordering activities shall make payment for accepted supplies or services in accordance with the terms and conditions of the contract (including Article 7, Payments, Standard Form 32 and Paragraph 9, Discounts, Standard Form 33A), promptly after receipt of proper invoices or vouchers from the contractor. When a delivery order specifies delivery to a port within the U.S.A. and the contract provides only for delivery to destination within the 48 contiguous States and Washington, DC, such payment shall be made promptly upon receipt of evidence of delivery to that port notwithstanding the fact that final destination of the supplies or services may be abroad.

SPECIAL PROVISIONS

1. **IMPEST FUNDS.** The contractor agrees to accept cash payment for purchases made under the terms of the contract in conformance with FPR 1-3.604.
2. **EXCHANGES.** The contractor will accept for exchange, all products bearing an expiration date when such expiration date has been reached, provided request therefore is initiated within a reasonable period (not to exceed 90 days after expiration date) and the products to be exchanged are presented in unopened containers or packages and in an undamaged condition.
3. **DATE OF MANUFACTURE.** Items manufactured in excess of one year prior to the date of the purchase order covering the item will not be accepted. Violation of this provision may result in termination of the contract pursuant to the clause of the General Provisions (SF 32) entitled "Default."
4. **DATED MATERIAL.** Not more than one half of the maximum potency period shall have expired prior to date of delivery.
5. **CONTAINER PRICES.** All prices include containers except where containers are reusable or where otherwise indicated. Reusable containers remain the property of the contractor. Containers which remain the property of the contractor will be returned in good condition as soon as practicable.

ORDERING INSTRUCTIONS

1. **SCHEDULE CONTRACTING ACTIVITY.** For assistance with this schedule, write or call the activity below citing FSC, Part, Section, and issue date:

Veterans Administration
 Marketing Division for Drugs and Chemicals
 Box 76
 Hines, IL 60141
 Telephone: (312) 343-7200, Ext. 2826
2. **TIME OF DELIVERY.** The time of delivery shall not exceed the number of days shown in the LIST OF CONTRACTORS.
3. **SMALL REQUIREMENTS.** No ordering activity must order less than \$50 for delivery to any one destination. Orders for less than that quantity may be placed by activities subject to acceptance by the contractor; however, contractors must accept all orders above the quantity listed in the LIST OF CONTRACTORS in the column titled MINIMUM ORDER.
4. **MAXIMUM ORDER LIMITATIONS.** Purchase orders cannot exceed the amount(s) shown in the LIST OF CONTRACTORS in the column titled MAXIMUM ORDER.
5. **INSPECTION.** This schedule provides for inspection at destination.
6. **PACKAGING AND PACKING.** Standard commercial practice (Level C of Federal Standard 102).

If special or unusual packing is required, such packing requirements should be arranged with the contractor by the ordering activity.
7. **BUY AMERICAN DIFFERENTIALS.** Buy American differentials have been applied by GSA, as required, during the award process. Therefore, ordering activities should not attempt to apply these differentials before placing an order.
8. **RECEIVING DOCK HOURS.** State on the purchase order the time (local daylight or standard) that material can be received at destination.
9. **RECEIVING DOCK LIMITATIONS.** If there are limitations on size (height, width, or length) or weight of vehicle that can be accommodated at delivery point, state them on the purchase order.
10. **DELIVERY ADDRESS.** If delivery address is vague, include instructions in the purchase order that will assist carrier in reaching the delivery point.