We icddr,b an international health research organization located at Mohakhali, Dhaka-1212 in Bangladesh works to strengthening health system of the vulnerable through research activities and health care services through our hospitals at free of cost. Our philanthropic activities are supported by donors like UN specialized agencies, foundations, universities, etc.

icddr,b follow its financial regulations and rules. All procurement of icddr,b is subject to the relevant policies set forth in the policy manual and all icddr,b suppliers must abide by the icddr,b's code of conduct. Under this framework, all vendors must be qualified, as well as eligible.

icddr,b invites applications for Enlistment from the genuine suppliers /manufacturers /bidders following Groups having infra-structure, management capacity, financial strength and at least 3 (three) years relevant experience with large organizations / UN agencies / diplomatic missions / international organizations are eligible to apply.

<table>
<thead>
<tr>
<th>Group</th>
<th>Enlistment Category</th>
<th>Group</th>
<th>Enlistment Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group - 1</td>
<td>Stationary &amp; Office Supplies</td>
<td>Group - 6</td>
<td>Office Furniture</td>
</tr>
<tr>
<td>Group - 2</td>
<td>Computer and IT Accessories</td>
<td>Group - 7</td>
<td>Drugs, Chemicals, Hospital Supplies and Laboratory Supplies</td>
</tr>
<tr>
<td>Group - 3</td>
<td>Electrical items, spare parts and maintenance</td>
<td>Group - 8</td>
<td>Civil, Plumbing, Sanitary, Carpentry and Electrical Works</td>
</tr>
<tr>
<td>Group - 4</td>
<td>Building Materials</td>
<td>Group - 9</td>
<td>General Suppliers/Service Providers for regular Service and Maintenance</td>
</tr>
<tr>
<td>Group - 5</td>
<td>Offset Printing</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Interested Suppliers/Firms or Individual Provider can view “Vendor Enlistment Schedule” and will be available at Cash Counter, Treasury Unit, Finance Department located Level-4 of Main Building, icddr,b, from November 30, 2017 to December 28, 2017 from 10:00 am to 02:30 pm on all working days.

Interested applicant must pay Tk.5,000 (non-refundable) in cash for each enlistment schedule. The successful firms are required to submit a further Performance Security amounting to Tk. 20,000.00 (Twenty thousand) in the form of Pay Order in favor of icddr,b from any schedule bank in Bangladesh.

The Enlistment application along with other documents mentioned in the enlistment schedule shall be dropped in sealed condition in the tender box will be kept at Supply Chain Office, IPH building, Ground Floor, icddr,b, Mohakhali, Dhaka-1212 by 5:00 pm on or before December 31, 2017.

For collecting of Enlistment Schedule, interested applicant must bring photo ID Card or NID/Driving license to enter into icddr,b premises regarding security issue.

Physical verification may be done before final awarding and icddr,b reserves the right to accept or reject all/part applications without assigning any reason whatsoever.

Sr. Manager, Procurement
Supply Chain Management
Tel: 9827001-10, ext-4400,4404 &4408
icddr,b, Mohakhali, Dhaka-1212.

ENLISTMENT SCHEDULE
FOR
ENLISTMENT WITH icddr,b FOR DIFFERENT GROUPS

ENLISTMENT PERIOD - 24 MONTHS

Ref. No. icddr,b/SCM/OTM/2017/33, November 29, 2017

SUPPLY CHAIN MANAGEMENT
Application for Enlistment (2018-2019)

icddr,b invites hard copy applications for VENDOR ENLISTMENT from the genuine vendors / manufacturers / sole agents / distributors / service providers / contractors for the period of April 01, 2018 to March 31, 2020. Applicants having infrastructure, management capacity, financial strength and at least 3 (three) years relevant experience with large organizations / UN agencies / diplomatic missions / international organizations are eligible to apply.

Enlistment Document will be available at Cash Counter, Treasury Unit, Finance Department located Level-4 of Main Building, icddr, from November 30, 2017 to December 28, 2017 from 10:00 am to 02:30 pm on all working days. Interested applicant must pay Tk.5,000/ (non-refundable) in cash for each enlistment schedule. The Enlistment application, comprises of Enlistment Submission Letter, Original Money Receipt and Enlistment Document shall be dropped in sealed condition in the Enlistment box will be kept at Supply Chain Office, IPH building, Ground Floor, icddr,b, Mohakhali, Dhaka-1212 by 5:00 pm on December 31, 2017.

icddr,b reserves the right to accept or reject all/part applications without assigning any reason whatsoever. This enlistment notice will also form a part of the contract and will be binding upon the tenderer.

SECTION 1 : GENERAL TERMS AND CONDITION FOR ENLISTMENT

1. Applicant (new and existing) shall submit Application for enlistment in the Enlistment box including all documents mentioned in Clause no.2, Section 2 of Enlistment Schedule. Applicant shall fill up the information given in the Enlistment schedule and along with other required documents as mentioned in the Enlistment Document.

2. Applicant may apply for enlistment for single or multiple Groups. For participation in each Group, Applicant shall obtain separate enlistment schedule and shall submit separate Enlistment Fee for each Group.

3. Enlistment period: The Enlistment period for 24 Months from the date of awarding. However, subject to the performance of the vendor, the option exists to extend the contract for additional period as required by icddr,b at the sole discretion of icddr,b. The additional period will be with the same terms & conditions.

4. Original Money Receipt against purchase of enlistment schedule must be submitted in a sealed envelope along with Enlistment Submission Letter. Envelope shall be marked with following information on the top of the envelope –

   Name of Applicant: ________________________________
   Business Address: ________________________________
   Enlistment Group: ________________________________
   Sub-Group (s): ________________________________
   Cell no: ________________________________
Applicant can apply for multiple groups, shall submit separate application for each Group with separate enlistment fee for each group and separate sealed envelope contains the details mentioned above shall be submitted.

5. Applicant must be submitted the application along with all relevant documents in hard copy in Enlistment Box kept at Supply Chain Office, IPH building, Ground Floor, icddr,b, Mohakhali, Dhaka-1212 but failure to submit the **Original Money Receipt by 5:00pm on or before December 31, 2017** shall not be considered for further evaluation and their application will be NULL and VOID.

6. Applicant, can apply for multiple groups must be a separate legal entity and shall possess all legal documents and adequate qualification for all groups. Enlistment for multiple groups may be considered subject to applicant qualifies through pre-capability survey undertakes by icddr,b.

7. The Successful firms are required to submit **Performance Security** amounting to **Tk. 20,000.00** (Twenty thousand) in the form of Pay Order in favor of icddr,b from any schedule bank in Bangladesh. The Security Deposit will be refunded within 30 days without adding any interest after receiving written application from the vendor(s) for the following reasons;

   a. Based on the vendor’s service performance icddr,b management may decide to refund the Security Deposit
   b. If any firm does not want to continue business with icddr,b.
   c. Expiry of enlistment period

8. As a part of the application assessment process, the representative of icddr,b may visit the Applicant’s business premises to undertake an inspection and assess the suitability of the applicant for Group(s) applied for. It will also check the documents and references submitted by the Applicant during submission of application. Performance of existing vendor will be taken into consideration during evaluation. Failure by the Applicants to grant the icddr,b access to its premises, or identification of any miss-declaration of information and documents or non-availability of references after contacted, may result in a application not being considered further.
SECTION 2: GUIDELINES FOR SUBMISSION OF ENLISTMENT APPLICATION

1. Selection of Vendor Group:

Applicant will select the Sub Categories-Description against specific enlistment group from the list as per below table.

Applicant, intends to apply for multiple Groups, shall submit separate application and shall select item categories separately.

Applicant can apply for multiple Sub-Groups under any group but must select the Sub Categories – Description separately for individual Groups.

<table>
<thead>
<tr>
<th>Sl #</th>
<th>Group</th>
<th>Main Category-Description</th>
<th>Sub-Group</th>
<th>Sub Category-Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Group-1</td>
<td>Stationery and Office Supplies</td>
<td>SG-1a</td>
<td>Office Stationery, Backpack, Umbrella, Bag, Printing &amp; Binding, Screen Printing and Training materials</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-1b</td>
<td>Office Supplies (Tea, Coffee, Sugar, Toiletries and Groceries items, Housekeeping, Cleaning materials etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-1c</td>
<td>Office Supplies - Staff Uniform, Tailoring services</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-1d</td>
<td>Bedding materials (pillow, mattress etc.), PVC Film</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-1e</td>
<td>Kitchen Crockeries and Utensils items</td>
</tr>
<tr>
<td>2</td>
<td>Group-2</td>
<td>Computer and IT Accessories</td>
<td>SG-2a</td>
<td>Laptop, Desktop, Netbook and monitor</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-2b</td>
<td>Supply of IT Accessories (HDD, RAM, Modem, Pen drive etc)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-2c</td>
<td>Supply of Router, LAN Card, Network Switch, Connector, Network Cables &amp; Cabling works etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-2d</td>
<td>Projector, Printer, Scanner, Barcode Printer &amp; Barcode Label</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-2e</td>
<td>Tablet, Mobile &amp; Smart Phone, IP Phone Set</td>
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<td></td>
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<td></td>
<td>SG-2f</td>
<td>Photocopier and maintenance Services</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-2g</td>
<td>CCTV Camera, Access Control System and Accessories</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-2h</td>
<td>Software and License provider</td>
</tr>
<tr>
<td>Sl #</td>
<td>Group</td>
<td>Main Category - Description</td>
<td>Sub-Group</td>
<td>Sub Category - Description</td>
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<td>------</td>
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</tr>
<tr>
<td>3</td>
<td>Group - 3</td>
<td>Electrical items, spare parts and maintenance</td>
<td>SG-3a</td>
<td>TV, Electrical Appliance (Refrigerator, Fan, Microwave etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-3b</td>
<td>Office Safety Security Equipment (Metallic Detector etc.) and maintenance</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-3c</td>
<td>Office Generator - Different Capacity</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-3d</td>
<td>Supply of all types Electrical Lights, Electrical goods, Wire</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-3e</td>
<td>IPS, UPS (Online and Off-line) and Battery</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-3f</td>
<td>Supply of Vehicle Spare Parts, Tyre, Battery etc.</td>
</tr>
<tr>
<td>4</td>
<td>Group - 4</td>
<td>Building materials</td>
<td>SG-4a</td>
<td>Supply of Brick, Sand, Cement, Reinforcement Bars and Other building materials</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-4b</td>
<td>Supply of Hardware materials and painting materials etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-4c</td>
<td>Supply of Thai Aluminum Frame and Glass materials</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-4d</td>
<td>Supply of Wood, Bamboo materials</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-4e</td>
<td>Supply of Plumbing and Sanitary Materials</td>
</tr>
<tr>
<td>5</td>
<td>Group - 5</td>
<td>Offset Printing</td>
<td>SG-5a</td>
<td>PVC Banners and Branding Materials</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-5b</td>
<td>Publication, Books and Journals</td>
</tr>
<tr>
<td>6</td>
<td>Group - 6</td>
<td>Office furniture</td>
<td>SG-6a</td>
<td>Office furniture and maintenance – Wooden, Board, Steel, Plastic, Glass materials</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-6b</td>
<td>Office Partition Walls, Worktop, Office Cubicles materials (Wooden, Thai Aluminum, Glass frame, Cloths etc.)</td>
</tr>
<tr>
<td>7</td>
<td>Group - 7</td>
<td>Drugs, Chemical, Hospital Supplies and Laboratory Supplies</td>
<td>SG-7a</td>
<td>Laboratory supplies (Lab Reagents, Lab Accessories, Lab Equipment, Laboratory Supplies and Spare Parts etc.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-7b</td>
<td>Drugs, Chemical and Hospital Supplies etc.</td>
</tr>
<tr>
<td>8</td>
<td>Group - 8</td>
<td>Civil, Plumbing, Sanitary, Carpentry and Electrical Works</td>
<td>SG-8a</td>
<td>Civil, Plumbing, Sanitary, Carpentry and electrical works, construction and renovation etc.</td>
</tr>
<tr>
<td>Sl #</td>
<td>Group</td>
<td>Main Category-Description</td>
<td>Sub-Group</td>
<td>Sub Category-Description</td>
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</tr>
<tr>
<td>9</td>
<td>Group-9</td>
<td>General Supplies/Service providers for Regular Service - Servicing and Maintenance</td>
<td>SG-9a</td>
<td>Travel Agent (Air Ticketing) and VISA Processing</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-9b</td>
<td>Hotel Accommodation (In Dhaka, Sylhet, Cox’s Bazar, Tecknaf, Bogra, Chittagong, Rajshahi, Rangpur, Jessore, Khulna etc.), Training Venue Facilities and Event Management services etc.</td>
</tr>
<tr>
<td></td>
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<td>SG-9c</td>
<td>Accounting Audit Service Company for financial Audit</td>
</tr>
<tr>
<td></td>
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<td>SG-9d</td>
<td>Supply of New and Reconditioned Vehicle</td>
</tr>
<tr>
<td></td>
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<td></td>
<td>SG-9e</td>
<td>General Contractors - Civil engineering, Carpentry Works, Plumbing, Sanitary Works and Electrical Installation etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-9f</td>
<td>Maintenance of IT Equipments Laptop, Desktop, Printer, Scanner, UPS, Mobile, Tablets etc.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SG-9g</td>
<td>Photocopier repairing &amp; maintenance</td>
</tr>
<tr>
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<td></td>
<td>SG-9h</td>
<td>Safety Security equipment maintenance service</td>
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<td></td>
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<td></td>
<td>SG-9i</td>
<td>Maintenance of different capacity of electrical Generators</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>SG-9j</td>
<td>Helicopter and Sea plane Services</td>
</tr>
</tbody>
</table>

2. List of documents to be lodged with the enlistment schedule

   Following documents shall be attached with enlistment document:
   
a. Sealed and signed copy of enlistment schedule
   b. Copy of identification document such as National ID or Passport of proprietor/Authorized signatory
   c. Original Money Receipt shall be dropped along with other documents in the enlistment box will be kept in Supply Chain office by **December 31, 2017 on or before 5pm**.
   d. Updated Tax Clearance Certificate (TIN)
   e. Updated Trade License
   f. Details of Proprietorship/Memorandum of Articles/Certificate of incorporation/Sangha Sharak
   g. Bank Solvency Certificate (issued within the last 6 months by any schedule Bank of Bangladesh)
   h. VAT registration certificate
   i. Experience certificate (end user certificate & any other documentary evidence)
   j. Duly fill up and sign off “Non-Disclosure Agreement”
   k. Undertakings, on official letterhead, stating that the intending supplier has not been blacklisted/issued show cause notice/taken disciplinary action(s) by any entity/organization in Bangladesh as per attached format.
   l. Copy of the Press Declaration & List of Machinery (applicable for Printing group).
   m. Copy of the Drug License (applicable for Drugs and Chemicals group).
   n. For Chemical Group, copy of license to import, store and distribution
Interested Applicant may also fill up the enlistment application with the assistance of Supply Chain Office on all working days from 2:00PM-4:00PM up to December 31, 2017 for any assistance, Applicant may contact, Tel: 9872001-10, ext. 4415, 4414, 4413, 4407, 4409.

SECTION 3 : GENERAL TERMS AND CONDITIONS OF CONTRACT FOR ENLISTED VENDORS

1. icddr,b may request for quote from the enlisted vendors through email, manually following limited, tender, Open tender process

2. Enlisted firm(s) are required to follow the procurement policy of icddr,b and / or Public Procurement Rules of Government of Bangladesh, wherever applicable, as guided by icddr,b.

3. Enlisted firm(s)/supplier(s) must be compliant with the labour laws of the country.

4. Enlisted firm(s) may obtain the Tender Schedule through online / e-mail / hard copy in working hours on every working days of the icddr,b. Vendors should promptly notify the icddr,b Supply Chain Management office for any ambiguity, inconsistency, error, which they may discover upon examination of a tender document.

5. Successful Enlisted vendor will receive the tender schedule at free of cost for the limited tenders. However, for any specific or open press tender, it will not be free of cost and open tender procedure will be applicable.

6. Enlistment does not mean that tender will be limited within the enlisted suppliers only. However, it will be ensured that whenever such tender is invited in the notice board/email/news paper/internet, the enlisted suppliers of that particular group will be receiving the notification.

7. Suppliers having ISO certificate and are authorized distributors / Dealer / partner shall get preference in purchase decision.

8. Unless otherwise stated, all prices and payments must be made in BDT.

9. During tendering, offered Rate shall be inclusive of VAT, Tax and any other incidental cost related with the services. Price of all the items shall be quoted both in figures and in words. Any overwriting or erasing must be initialed. Vendor must not quote items those are not readily available in the local market.

10. No commitments to accept lowest or any tender: icddr,b shall be under no obligation to accept the lowest or any other quotation received in response to this tender enquiry and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. icddr,b reserves all the rights to reject any price list wholly or partially without assigning any reason.
11. All tender response shall remain valid for **45 (forty five)** days from the date of submission of the tender. In exceptional cases, required validity period would be more and shall be as specified in the tender schedule. Evaluation of tender responses and subsequent award of POs/contract shall occur within the period of validity mentioned in the tender schedule. However, in cases of any reason where the evaluation and awarding process may take more time than it assumed, the tenderer would be requested for validity extension. If the Tenderer unwilling to extend its bid validity, its bid will not be considered further for evaluation.

12. Regardless of cause, Tender response received after the deadline for submission of tenders shall be declared “LATE” and shall be rejected and returned unopened to the Tenderer.

13. **Withdrawal/ Modification of Submitted Tenders:** A Tenderer may only withdraw or modify its tender response by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization. The letter of withdrawal must be received by the Supply Chain Management Unit prior to the deadline prescribed for submission of tender responses. Modification of Tender would mean withdrawal of the previously submitted tender response and provide a new one following the same process as submission. Tender responses requested to be withdrawn should be returned unopened to the tenderers, only after the tender opening. No tender should be withdrawn or modified after the deadline for submission.

14. **Bid Tie Breaking:** In the unlikely event of tie in the bidding process between two bidders, icddr,b shall invite both bidders separately and confidentially for a round of negotiation to assess extent of discount offered. The bidder offering higher discount would be selected as successful bidder in such cases at the sole discretion of icddr,b.

15. If any firm quotes un-reasonable/incompatible price, the icddr,b reserves the right to cancel the offer of the firm without notice or assigning any reason thereof.

16. All procurement of supplies / works / services will be done through icddr,b purchase/work order following the Procurement policy of the icddr,b. Purchase order shall be Materials and service ordered through purchase order shall be supplied within the mentioned date and instruction(s) described in the purchase order free of charges to the materials section premises of the Centre unless otherwise specified in the purchase order. Enlisted firm(s) may obtain the Purchase Order through e-mail and hard copy in working hours on every working days of the icddr,b.

17. Special instruction for Group -7 (Drugs, Chemicals, Hospital Supplies and Laboratory Supplies) vendor:

- All drugs (medicines and vaccines) to be supplied must have a minimum of 2 (two) years shelf life from the date of supply. Medicines which have a short shelf life (i.e. less than 2 (two) years must be supplied with a minimum of **70%** remaining shelf life. For vaccines, a minimum **60% of shelf-life** is required.
- Drugs/medicines are to be delivered by fresh corrugated cartons. Packaging shall be worthy enough to ensure the safety of the **pharmaceutical preparations** in order to keep them free
from contamination, hinder microbial growth and ensure product safety through the intended shelf life.

- All Chemicals items to be supplied must have minimum shelf-life 1 (one) year from the date of supply. Chemicals must be supplied from original source with certificate of analysis, batch no., expiry date, importer name etc. Chemicals to be delivered by standard packaging with relevant documents.

- Any temperature controlled item should be delivered maintaining proper cool/cold chain.

- Any delivered item expires or not consumed within the expiry date, the manufacturer / supplier / trader / contractor on contract will take back the short dated items at no extra cost for replacement if it so happens.

- icddr,b reserves the right to test any supplied drugs and chemical in its own lab or any external lab at its own cost. If a Quality Control (QC) test fails, the cost of QC tests will be borne by the vendor. All rejected products should be replaced by the vendor at its own cost.

18. Materials brought for delivery shall be examined, weighed, counted and measured as deemed necessary by the persons authorized by the icddr,b. Any item found below the standards specified/set by the icddr,b or inferior than the sample provided with the price quotation shall be rejected and the rejected materials should be taken back by the supplier without delay at his own cost. Repetition of attempt to supply sub-standard materials might lead to cancellation of the enlistment.

19. If the party on contract fails to supply any/or all items within the stipulated date mentioned in the purchase order, then the icddr,b has the right to purchase the material from other vendor (e.g. 2nd lowest or next responsive bidder) cancelling the earlier Purchase Order and recover the differential amount from the existing vendor. icddr,b may also forfeit the security deposit of vendors if they fail in the annual performance evaluation.

20. Penalty Clause: The icddr,b may deduct 10% of the ordered value or Tk. 5,000.00 (five thousand) whichever is higher from the bill or as decided by the icddr,b when the vendor does not supply the goods within the time stipulated in the Purchase Order or work order or supplies poor quality materials / works or attempt to supply poor quality materials / works or repeating attempt of supply of poor quality materials / works (wherever applicable).

21. Mode of Payment: Bills in triplicate for supplies supported by the recipient delivery challan along with copy of Purchase Order shall be submitted to the receiving officer at the time of delivery of goods stating the purchase/work order number and date. Receiving officer will sign challan /invoice/bill and return two copies to the party. Payment will be made within 30 (thirty) days after thorough examination and certified by icddr,b through Bangladesh Electronic Fund Transfer Network (BEFTN). If the item is an asset or equipment, payment will be made after successful installation of the equipment and acceptance by icddr,b. Under no circumstances the icddr,b will entertain any request for payment of the bill in cash.
22. **TAX & VAT**: Wherever applicable, Tax as prescribed by concerned authorities will be deducted from the bill(s) at source. For VAT, the Vendor shall submit MUSUK-11 challan after payment of VAT to the Government along with their invoice and in such case, icddr,b will not deduct VAT at source but if otherwise, during payment, icddr,b will deduct VAT at source from invoice. Any changes in the VAT rate by the National Board of Revenue (NBR) payable by the successful tenderer against the contract shall be adjusted by icddr,b.

23. **Key Performance Indicator**:

Performance shall be evaluated on annual basis. KPI report along with others applicable, will be the basis for potential contract extension, price adjustment for any potential business opportunities in icddr, b.

<table>
<thead>
<tr>
<th>Sl.#</th>
<th>Description</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Delivery - On Time</td>
<td>30%</td>
</tr>
<tr>
<td>2</td>
<td>Delivery - On Demand</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>Quality Acceptance</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>Service Provided</td>
<td>20%</td>
</tr>
<tr>
<td>5</td>
<td>Price Competitiveness</td>
<td>10%</td>
</tr>
</tbody>
</table>

icddr,b will evaluate the performance of enlisted vendor annually considering the above factors. Each year bottom 25% of vendors/suppliers, for each group based on performance should be removed from icddr,b vendor list.

24. **Force Majeure**: Neither party should be responsible for failure to fulfill its obligations due to Force Majeure. In this Clause, “Force Majeure” means an exceptional event or circumstance:

(a) which is beyond a Party’s control;
(b) which such Party could not reasonably have provided against before entering into the Contract;
(c) which having arisen, such Party could not reasonably have avoided or overcome; and
(d) which is not substantially attributable to the other Party.

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
(ii) rebellion, terrorism, sabotage by persons other than the Contractor’s Personnel, revolution, insurrection, military or usurped power, or civil war;
(iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor’s Personnel;
(iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor’s use of such munitions, explosives, radiation or radio-activity, and
(v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity;
(vi) freight embargoes;
(vii) acts of the Government in its sovereign capacity
(viii) or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

25. **Anti-corruption clause:** No offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this contract. Any such practice will be grounds for terminating this contract or taking any other corrective action as required.

The Vendor shall:

a. comply with icddr,b’s Fraud and Response Plan Policy;
b. promptly report to icddr,b any request or demand which if complied with would amount to a breach of either this Agreement or icddr,b’s Fraud and Response Plan Policy;
c. ensure that any person associated with it who is performing services in connection with this Agreement does so only on the basis of a written contract.

A breach of this clause shall be deemed a material breach of this Agreement entitling icddr,b to terminate it immediately.

26. **Conflict of interest:** Conflict of Interest occurs when an individual or corporation is in a position to exploit his or her own professional or official capacity in some way for personal or corporate benefit.

Where conflict of interest or the appearance of conflict of interest exists, the Tenderer shall declare the conflict of interest in writing. The Tenderer also acknowledges that it will not be eligible to bid, or to assist any third party in bidding on any requirement relating to the services provided by the Tenderer under this Contract. icddr,b may reject any future bid for which the Tenderer would be the bidder or may be otherwise involved in the bid.

27. **Applicable Law:** The Contract shall be governed by and construed in accordance with the laws of the People’s Republic of Bangladesh.

28. **Termination of Contract:** icddr,b may, terminate the Enlistment by giving written notice to the vendor:

a) If the vendor fails to perform any obligation(s) under the Contract
b) If the bidder, in the judgment of the icddr,b has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

29. **Resolution of Disputes:** All disagreements, disputes, difference that may arise between the icddr,b and the successful vendor which cannot be resolved through mutual negotiations shall be referred to an Arbitrator appointed in accordance with the provisions of relevant Bangladesh Law. The venue of the proceedings and arbitration shall be icddr,b, Mohakhali, Dhaka.

30. The icddr,b reserves the right to accept or reject or cancel any or all applications for enlistment without assigning any reason thereof.
Declaration

I, .......................................................................................... on behalf of .................................................... (the Applicant), do hereby confirm that we have read and understood the terms and conditions of the Enlistment schedule and hereby accept same unconditionally.

I, .......................................................................................... on behalf of .................................................... (the Applicant), do hereby confirm that if we are Enlisted with icddr, b, we will be abide by the General Terms and conditions of the Contract with Enlisted Vendor unconditionally for the enlistment period.

Signature of Applicant: ...........................................................................................................

Full Name of Applicant: ...........................................................................................................

Designation: .........................................................................................................................

Name of the Firm: ...................................................................................................................

Address: ..............................................................................................................................

................................................................................................................................................

Phone: .................................................................................................................................

Fax .......................................................................................................................................

· Mail: .................................................................................................................................

E-mail: .................................................................................................................................
Application Submission Letter

Ref. No:________________________  Date: dd/mm/yy

To: [Name and address of Procuring Entity]

I/We declare that, I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices.

I/We am/are submitting single / multiple Applications in this enlistment process in my/our own name or other name or in different names.

I/We have examined and have no reservations to the Document issued by you.

I/We certify that to the best of my/our knowledge, the information provided by me/us is correct and true.

I/We understand that if any of the particulars and statements provided above is proven to be incorrect and false, my/our enlistment shall be liable to cancellation.

I/We understand that you reserve the right to reject all the Applications or annul the enlistment proceedings without incurring any liability to Applicant.

Signature of the Applicant
Affidavit to be submitted by Applicants

(To be executed on company’s letterhead)

I, ........................................... on behalf of ................................................................. (the Applicant), having business address ................................................................................................................. take oath and solemnly declare/affirm that, we have the legal capacity to enter into a contract with Procuring Entity i.e. icddr,b, and have not been declared ineligible by any of the Procuring Entity’s under any Government/semi Government/autonomous bodies of Government of Bangladesh on charges of engaging in Corrupt, Fraudulent, Collusive or Coercive practices and I further declare that I am a Citizen of Bangladesh and the particulars furnished by me above are correct and that I have not concealed or misrepresented any facts.

................................................

Name & Signature of the Applicant
NON-DISCLOSURE AGREEMENT

It is understood and agreed to that the below identified disclosure of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information and to preserve any confidentiality necessary, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes:

Vendor Enlistment Notice Reference No.------------------------------------------, dated ---------------- of icddr,b and its technical and business information relating to trade secrets, drawings and/or illustrations, existing and/or contemplated materials and services, research and development, production, costs, profit and margin information, finances and financial projections, users, clients, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure.

2. The Recipient agrees not to disclose the confidential information obtained from the disclosure to anyone unless required to do so by law.

3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

4. All materials/services in regards to Vendor Enlistment Notice Reference No------------------------------------------ that will be received the by the recipient undersigned from icddr,b shall be returned immediately after completion of the project.

5. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

WHEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Recipient of Confidential Information:

Name (Print or Type):

Signature:

Date:

Disclosure of Confidential Information:

Name (Print of Type): International Center for Diarrhoeal Disease Research, Bangladesh (icddr,b)

Signature:

Date: