



INVITATION TO BID (ITB)

BID DOCUMENT

Procurement of Microbus & SUV

Request for Tender # icddr,b/SCM/OTM/2021/33 Dated: July 12, 2021

SECTION 1: LETTER OF INVITATION

Subject: Procurement of Microbus & SUV funded by Department of Foreign Affairs, Trade and Development (DFATD), Canada

Dear Mr. /Ms.: [indicate name]

icddr,b hereby invites you to submit a Bid to this Invitation to Bid (ITB) for the above-referenced subject.

This ITB includes the following documents:

- Section 1 – Letter of Invitation
- Section 2 – Instructions to Bidders (including Data Sheet)
- Section 3 – Schedule of Requirements, Technical Specifications and Price Submission Template
- Section 4 – General Terms and Conditions

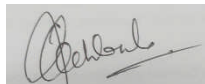
Your offer, comprising of a Technical Bid and Price Schedule, together should be submitted in accordance with Section 2.

E-mail address dedicated for this purpose: supplychain@icddrb.org

Should you require any clarification, kindly email queries to the address listed in the Data Sheet listing the procurement reference Request for Tender # icddr,b/SCM/OTM/2021/33 Dated: July 12, 2021.

icddr,b looks forward to receiving your Bid and thanks you in advance for your interest in icddr,b procurement opportunities.

Yours sincerely,



Sr. Manager, Procurement
icddr,b SCM

SECTION 2: INSTRUCTION TO BIDDERS

Definitions

- a) **"Bid"** refers to the Bidder's response to the Invitation to Bid, Technical Bid and Price Schedule and all other documentation attached thereto as required by the ITB.
- b) **"Bidder"** refers to any legal entity that may submit, or has submitted, a Bid for the supply of goods and provision of related services requested by icddr,b.
- c) **"Contract"** refers to the legal instrument that will be signed by and between the icddr,b and the successful Bidder, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) **"Country"** refers to the country indicated in the Data Sheet.
- e) **"Data Sheet"** refers to such part of the Instructions to Bidders used to reflect conditions of the tendering process that are specific for the requirements of the ITB.
- f) **"Day"** refers to calendar day.
- g) **"Goods"** refer to any tangible product, commodity, article, material, wares, equipment, assets or merchandise that icddr,b requires under this ITB.
- h) **"Instructions to Bidders"** refers to the complete set of documents which provides Bidders with all information needed and procedures to be followed in the course of preparing their Bid
- i) **"ITB"** refers to the Invitation to Bid consisting of instructions and references prepared by icddr,b for purposes of selecting the best supplier or service provider to fulfil the requirement indicated in the Schedule of Requirements and Technical Specifications.
- j) **"LOI"** (Section 1 of the ITB) refers to the Letter of Invitation sent by icddr,b to Bidders.
- k) **"Material Deviation"** refers to any contents or characteristics of the bid that is significantly different from an essential aspect or requirement of the ITB, and (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of icddr,b and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- l) **"Schedule of Requirements and Technical Specifications"** refers to the document included in this ITB as Section 3 which lists the goods required by icddr,b, their specifications, the related services, activities, tasks to be performed, and other information pertinent to icddr,b's receipt and acceptance of the goods.

- m) **"Services"** refers to the entire scope of tasks related or ancillary to the completion or delivery of the goods required by icddr,b under the ITB.
- n) **"Supplemental Information to the ITB"** refers to a written communication issued by icddr,b to prospective Bidders containing clarifications, responses to queries received from prospective Bidders, or changes to be made in the ITB, at any time after the release of the ITB but before the deadline for the submission of Bid.

A. GENERAL

1. icddr,b hereby solicits Bids as a response to this Invitation to Bid (ITB). Bidders must strictly adhere to all the requirements of this ITB. No changes, substitutions or other alterations to the rules and provisions stipulated in this ITB may be made or assumed unless it is instructed or approved in writing by icddr,b in the form of Supplemental Information to the ITB.
2. Submission of a Bid shall be deemed as an acknowledgement by the Bidder that all obligations stipulated by this ITB will be met and, unless specified otherwise, the Bidder has read, understood and agreed to all the instructions in this ITB.
3. Any Bid submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of any Bid by icddr,b. icddr,b is under no obligation to award a contract to any Bidder as a result of this ITB.
4. icddr,b implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. icddr,b is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against icddr,b as well as third parties involved in icddr,b activities.
5. In responding to this ITB, icddr,b requires all Bidders to conduct themselves in a professional, objective and impartial manner, and they must at all times hold icddr,b's interests paramount. Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:
 - 5.1 Are, or have been associated in the past, with a firm or any of its affiliates which have been engaged icddr,b to provide services for the preparation of the design, Schedule of Requirements and Technical Specifications, cost analysis/estimation, and other documents to be used for the procurement of the goods and related services in this selection process;
 - 5.2 Were involved in the preparation and/or design of the programme/project related to the goods and related services requested under this ITB; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, icddr,b.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, Bidders must disclose the condition to icddr,b and seek icddr,b's confirmation on whether or not such conflict exists.

6. Similarly, the following must be disclosed in the Bid:

6.1 Bidders who are owners, part-owners, officers, directors, controlling shareholders, or key personnel who are family of icddr,b staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving the goods and related services under this ITB; and

6.2 Others that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. Failure of such disclosure may result in the rejection of the Bid.

7. All Bidders must adhere to the icddr,b Supplier Code of Conduct.

B. CONTENTS OF BID

8. Sections of Bid

Bidders are required to complete, sign and submit the following documents:

8.1 Bid Submission Cover Letter;

8.2 Documents Establishing the Eligibility and Qualifications of the;

8.3 Technical Bid;

8.4 Price Schedule;

8.5 Bid Security, if applicable (if required and as stated in the DS nos. 9, 10 and 11);

8.6 Any attachments and/or appendices to the Bid (including all those specified under the Data Sheet)

9. Clarification of Bid

9.1 Bidders may request clarification of any of the ITB documents no later than the number of days indicated in the Data Sheet (DS no. 16) prior to the Bid submission date. Any request for clarification must be sent through electronic means to the icddr,b address indicated in the Data Sheet (DS no. 17). icddr,b response will be transmitted by electronic means and copies of the response (including an explanation of the query but without identifying the source of inquiry) will be transmitted to all Bidders who have provided confirmation of their intention to submit a Bid.

9.2 icddr,b shall endeavour to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of icddr,b to extend the submission date of the Bid, unless icddr,b deems that such an extension is justified and necessary.

10. Amendment of Bid

- 10.1 At any time prior to the deadline for submission of Bid, icddr,b may for any reason, such as in response to a clarification requested by a Bidder, modify the ITB in the form of a Supplemental Information to the ITB. All prospective Bidders will be notified of all changes/amendments and additional instructions through Supplemental Information to the ITB which will be published in accordance with the method specified in the Data Sheet (DS No. 18).
- 10.2 In order to afford prospective Bidders reasonable time to consider the amendments in preparing their Bid, icddr,b may, at its discretion, extend the deadline for submission of Bid, if the nature of the amendment to the ITB justifies such an extension.

C. PREPARATION OF BID

11. Cost

The Bidder shall bear any and all costs related to the preparation and/or submission of the Bid, regardless of whether its Bid was selected or not. icddr,b shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

12. Language

The Bid, as well as any and all related correspondence exchanged by the Bidder and icddr,b, shall be written in the language (s) specified in the Data Sheet (DS No. 4). Any printed literature furnished by the Bidder written in a language other than the language indicated in the Data Sheet, must be accompanied by a translation in the preferred language indicated in the Data Sheet. For purposes of interpretation of the Bid, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and icddr,b.

13. Technical Bid Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 26), the Bidder shall structure the Technical Bid as follows:

- 14.1 Expertise of Firm/Organization – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and ongoing, both domestic and international) which are related or similar in nature to the requirements of the ITB, manufacturing capacity of plant if Bidder is a manufacturer, authorization from the manufacturer of the goods if Bidder is not a manufacturer, and proof of financial stability and adequacy of resources to complete the delivery of goods and provision of related services required by the ITB (see ITB Clause 18 and DS No.

24 for further details). The same shall apply to any other entity participating in the ITB as a Joint Venture or Consortium.

14.2 Technical Specifications and Implementation Plan – this section should demonstrate the Bidder’s response to the Schedule of Requirements and Technical Specifications by identifying the specific components proposed; how each of the requirements shall be met point by point; providing a detailed specification and description of the goods required, plans and drawings where needed; the essential performance characteristics, identifying the works/portions of the work that will be subcontracted; a list of the major subcontractors, and demonstrating how the bid meets or exceeds the requirements, while ensuring appropriateness of the bid to the local conditions and the rest of the project operating environment during the entire life of the goods provided. Details of technical bid must be laid out and supported by an Implementation Timetable, including Transportation and Delivery Schedule where needed, that is within the duration of the contract as specified in the Data Sheet (DS nos. 27 and 28).

Bidders must be fully aware that the goods and related services that icddr,b require may be transferred, immediately or eventually, by icddr,b to the Government partners, or to an entity nominated by the latter, in accordance with icddr,b’s policies and procedures. All bidders are therefore required to submit the following in their bids:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the Country of Origin (C/O), use or dual use nature of the goods or services, including any disposition to end users;
- b) Confirmation that the Bidder has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their bid be rendered the most responsive; and
- c) Complete documentation, information and declaration of any goods classified or may be classified as “Dangerous Goods”.

14.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the technical bid, clearly defining their roles and responsibilities. CVs should establish competence and demonstrate qualifications in areas relevant to the requirements of this ITB.

In complying with this section, the Bidder assures and confirms to icddr,b that the personnel being nominated are available to fulfil the demands of the Contract during its stated full term. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, icddr,b reserves the right to render the Bid non-responsive. Any deliberate substitution of personnel arising from unavoidable reasons, including delay in the implementation

of the project of programme through no fault of the Bidder, shall be made only with icddr,b's acceptance of the justification for substitution, and icddr,b's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

- 14.4 Where the Data Sheet requires the submission of the Bid Security, the Bid Security shall be included along with the Technical Bid. The Bid Security may be forfeited by icddr,b, and reject the Bid, in the event of any or any combination of the following conditions:
- a) If the Bidder withdraws its offer during the period of the Bid Validity specified in the Data Sheet (DS no. 8), or;
 - b) If the Bid Security amount is found to be less than what is required by icddr,b as indicated in the Data Sheet (DS no. 9), or;
 - c) In the case the successful Bidder fails:
 - i. to sign the Contract after icddr,b has awarded it;
 - ii. to comply with icddr,b's variation of requirement, as per ITB Clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that icddr,b may require as a condition to rendering effective the contract that may be awarded to the Bidder.

14. Price Schedule

The Price Schedule shall be prepared as guided by the ITB. It shall list all major cost components associated with the goods and related services, and the detailed breakdown of such costs. All goods and services described in the Technical Bid must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Bid but not priced in the Price Schedule, shall be assumed to be included in the prices of the items or activities, as well as in the final total price of the bid.

15. Currencies

All prices shall be quoted in the currency indicated in the Data Sheet (DS no. 15). However, where Bids are quoted in different currencies, for the purposes of comparison of all Bid:

- 16.1 icddr,b will convert the currency quoted in the Bid into the icddr,b preferred currency, in accordance with the prevailing rate of exchange on the last day of submission of Bid; and
- 16.2 In the event that the Bid found to be the most responsive to the ITB requirement is quoted in another currency different from the preferred currency as per Data Sheet (DS no. 15), then icddr,b shall reserve the right to award the contract in the currency of icddr,b's preference, using the conversion method specified above.

16. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, as guided by the Data Sheet. In order to award a contract to a Bidder, its qualifications must be documented to icddr,b's satisfactions. These include, but are not limited to the following:

- a) That, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Bidder has the financial, technical, and production capability necessary to perform the Contract; and

17.2 Bids submitted by two (2) or more Bidders shall all be rejected by icddr,b if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this ITB; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Bid of, another Bidder regarding this ITB process;
- e) they are subcontractors to each other's bid, or a subcontractor to one bid also submits another Bid under its name as lead Bidder; or
- f) an expert proposed to be in the bid of one Bidder participates in more than one Bid received for this ITB process. This condition does not apply to subcontractors being included in more than one Bid.

17. Joint Venture, Consortium or Association

If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), consortium or association at the time of the submission of the Bid, they shall confirm in their Bid that : (i) they have designated one party to act as a Lead Entity, duly vested with authority to legally bind the members of the Joint Venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Bid; and (ii) if they are awarded the contract, the contract shall be entered into, by and between icddr,b and the designated Lead Entity, who shall be acting for and on behalf of all entities that comprise the Joint Venture.

After the bid has been submitted to icddr,b, the Lead Entity identified to represent the Joint Venture shall not be altered without the prior written consent of icddr,b. Furthermore, neither the Lead Entity nor the member entities of the Joint Venture can:

- a) Submit another Bid, either in its own capacity; nor
- b) As a Lead Entity or a member entity for another Joint Venture submitting another Bid.

The description of the organization of the Joint Venture /consortium/association must clearly define the expected role of each of the entity in the Joint Venture in delivering the requirements of the ITB, both in the bid and in the Joint Venture Agreement. All entities that comprise the Joint Venture shall be subject to the eligibility and qualification assessment by icddr,b.

Where a Joint Venture is presenting its track record and experience in a similar undertaking as those required in the ITB, it should present such information in the following manner:

- a) Those that were undertaken together by the Joint Venture; and
- b) Those that were undertaken by the individual entities of the Joint Venture expected to be involved in the performance of the services defined in the ITB.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the Joint Venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If the Bid of a Joint Venture is determined by icddr,b as the most responsive Bid that offers the best value for money, icddr,b shall award the contract to the Joint Venture, in the name of its designated Lead Entity, who shall sign the contract for and on behalf of all the member entities.

18. Alternative Bid

Unless otherwise specified in the Data Sheet (DS no. 6), alternative bid shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, icddr,b reserves the right to award a contract based on an alternative bid.

19. Validity Period

20.1 Bid shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Bid valid for a shorter period shall be immediately rejected by icddr,b and rendered non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, icddr,b may request Bidders to extend the period of validity of their Bid. The request and the responses shall be made in writing, and shall be considered integral to the Bid.

20. Bidder's Conference

If determined appropriate by icddr,b, a Bidder's conference will be convened at the date, time and location specified in the Data Sheet (DS no. 7). All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be either posted on the icddr,b website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the ITB unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the ITB.

D. SUBMISSION OF BID

21. Submission

The submission of bids should be done electronically, as specified in the Data Sheet (DS no. 22).

22. Deadline for Submission of Bid and Late Bids

Bid must be received by icddr,b at the address and no later than the date and time specified in the Data Sheet (DS no. 20).

icddr,b shall not consider any Bid that arrives after the deadline for submission of Bid. Any Bid received by icddr,b after the deadline for submission of Bid shall be declared late, rejected, and returned unopened to the Bidder.

23. Withdrawal, Substitution, and Modification of Bid

24.1 Bidders are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Bid to the requirements of the ITB, keeping in mind that material deficiencies in providing information requested by icddr,b, or lack clarity in the description of goods and related services to be provided, may result in the rejection of the Bid. The Bidder shall assume any responsibility regarding erroneous interpretations or conclusions made by the Bidder in the course of understanding the ITB out of the set of information furnished by icddr,b.

24.2 A Bidder may withdraw, substitute or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be received by icddr,b prior to the deadline for submission and submitted in accordance with ITB Clause 23 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION".



24.3 Bid requested to be withdrawn shall be excluded from the evaluation process.

24.4 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bid and the expiration of the period of Bid validity specified by the Bidder.

24. Bid Opening

The specific electronic Bid opening procedures shall be as specified in the Data Sheet (DS no. 23). An ad-hoc team will be formed with at least two (2) icddr,b personnel who will open and evaluate the bids. No Bid shall be rejected at the opening stage, except for late submission.

25. Confidentiality

Information relating to the examination, evaluation, and comparison of Bid, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Bidder to influence icddr,b in the examination, evaluation and comparison of the Bid or contract award decisions may, at icddr,b's decision, result in the rejection of its Bid.

In the event that a Bidder is unsuccessful, the Bidder may seek a meeting with icddr,b for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving the bid presented to icddr,b. The content of other bids and how they compare to the Bidder's submission shall not be discussed.

E. EVALUATION OF BID

26. Preliminary Examination of Bid

icddr,b shall examine the Bid to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Bidder is in the icddr,b's list of suspended and removed vendors, and whether the Bid are generally in order, among other indicators that may be used at this stage. icddr,b may reject any Bid at this stage.

27. Evaluation of Bid

- 28.1 icddr,b shall examine the Bid to confirm that all terms and conditions under the icddr,b General Terms and Conditions and Special Conditions have been accepted by the Bidder without any deviation or reservation.
- 28.2 The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the Data Sheet (DS No. 23). Absolutely no changes may be made by icddr,b in the criteria after all Bids have been received.
- 28.3 icddr,b reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the Data Sheet (DS No.33), may include, but need not be limited to, all or any combination of the following :
- a) Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;
 - b) Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team;
 - c) Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder;
 - d) Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;
 - e) Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder;
 - f) Testing and sampling of completed goods similar to the requirements of icddr,b, where available; and
 - g) Other means that icddr,b may deem appropriate, at any stage within the selection process, prior to awarding the contract.

28. Clarification of Bid

To assist in the examination, evaluation and comparison of bids, icddr,b may, at its discretion, ask any Bidder to clarify its Bid.

icddr,b's request for clarification and the Bidder's response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Bid shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by icddr,b in the evaluation of the Bid, in accordance with ITB Clause 35.

Any unsolicited clarification submitted by a Bidder in respect to its Bid, which is not a response to a request by icddr,b, shall not be considered during the review and evaluation of the Bid.

29. Responsiveness of Bid

icddr,b's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the ITB without material deviation, reservation, or omission.

If a Bid is not substantially responsive, it shall be rejected by icddr,b and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Nonconformities, Reparable Errors and Omissions

31.1 Provided that a Bid is substantially responsive, icddr,b may waive any non-conformities or omissions in the Bid that, in the opinion of icddr,b, do not constitute a material deviation.

31.2 Provided that a Bid is substantially responsive, icddr,b may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that the Bid is substantially responsive, icddr,b shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of icddr,b there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.

31.4 If the Bidder does not accept the correction of errors made by icddr,b, its Bid shall be rejected.

F. AWARD OF CONTRACT

31. Right to Accept, Reject, or Render Non-Responsive Any or All Bid

icddr,b reserves the right to accept or reject any Bid, to render any or all of the Bids as non-responsive, and to reject all Bids at any time prior to award of contract, without

incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for icddr,b's action. Furthermore, icddr,b is not obligated to award the contract to the lowest price offer.

32. Award Criteria

Prior to expiration of the period of Bid validity, icddr,b shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification, and has offered the lowest price.

33. Right to Vary Requirements at the Time of Award

At the time of award of Contract, icddr,b reserves the right to vary the quantity of the goods and/or related services, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

34. Contract Signature

Within seven (7) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to icddr,b.

Failure of the successful Bidder to comply with the requirement of ITB Section F.3 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Bid Security if any, and on which event, icddr,b may award the Contract to the Bidder with the second highest rated Bid, or call for new Bid.

35. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the Data Sheet (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by icddr,b, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Bidder and icddr,b.

36. Bank Guarantee for Advanced Payment

Except when the interests of icddr,b so require, it is the icddr,b's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Bidder requires an advanced payment upon contract signature, and if such request is duly accepted by icddr,b, and the said advanced payment exceeds 20% of the total Bid price, or exceed the amount of USD 10,000, icddr,b shall require the Bidder to submit a Bank Guarantee in the same amount as the advanced payment.

DATA SHEET

The following data for the supply of goods and related services shall complement / supplement the provisions in the Instruction to Bidders. In the case of a conflict between the Instruction to Bidders and the Data Sheet, the provisions in the Data Sheet shall prevail.

DS No.	Data	Specific Instructions / Requirements
1	Project Title:	Procurement of Microbus & SUV funded by Department of Foreign Affairs, Trade and Development (DFATD), Canada
2	Title of Goods/Services/ Work Required:	Procurement of One Microbus & Two SUV
3	Country:	Japan (Manufacturing)
4	Minimum Qualifying Criteria	<p>All items under this clause are required to be submitted by the bidders including:</p> <ul style="list-style-type: none"> • Bidder shall have local presence in Bangladesh • Experience certificate of supplying vehicles in similar organizations like icddr,b/ MNCs/ GoB • Updated Trade License, TIN Certificate, BIN/VAT Registration certificate • Valid Auction Sheet (shall be shared with icddr,b before shipment) • Updated Membership Certificate of BARVIDA • Manufacturer's Authorization Form (MAF)/ Authorized Dealership
4	Language of the Bid:	<ul style="list-style-type: none"> • English
5	Conditions for Submitting Bid for Parts or sub-parts of the Total Requirements	<ul style="list-style-type: none"> • Bidders are allowed to bid for individual Vehicle or a combination of any and all Vehicles. That is, a bid can include a proposal to supply for one, multiple or all Lots. Bidders may NOT bid for individual sub-lots. For example, an individual bidder may bid to supply for Lots III and IV, inclusive, but may not bid to supply for Lots III a. and IV b. only
6	Conditions for Submitting Alternative Bid	<ul style="list-style-type: none"> • Shall not be considered
7	A pre-Bid conference will be held on:	<ul style="list-style-type: none"> • Does not Apply
8	Period of Bid Validity commencing on the submission date	<ul style="list-style-type: none"> • 120 days
9	Bid Security	<ul style="list-style-type: none"> • Not Required
10	Acceptable forms of Bid Security	<ul style="list-style-type: none"> • As per icddr,b policy

DS No.	Data	Specific Instructions / Requirements
11	Validity of Bid Security	N/A
12	Advanced Payment upon signing of contract	N/A
13	Liquidated Damages	<ul style="list-style-type: none"> Will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5% Max. no. of days of delay: Thirty (30) Calendar Days Next course of action: Thereafter, the contract may be terminated
14	Performance Security	<ul style="list-style-type: none"> Required Amount: BDT 100,000.00 shall be paid as Performance Security for each vehicle in form of BG/Pay Order. This Security deposit will be released within 15 days of successful handover of the vehicle.
15	Preferred Currency of Bid and Method for Currency conversion	USD/JPY/BDT
16	Deadline for submitting requests for clarifications/ questions	<ul style="list-style-type: none"> Five (7) days before the submission date.
17	Contact Details for submitting clarifications/ questions	<ul style="list-style-type: none"> E-mail address dedicated for this purpose: Supplychain@icddrb.org Any delay in icddr,b's response shall be not used as a reason for extending the deadline for submission, unless icddr,b determines that such an extension is necessary and communicates a new deadline to the Proposers.
18	Manner of Disseminating Supplemental Information to the ITB and responses/clarifications to queries	<ul style="list-style-type: none"> Direct communication to prospective Bidders by email
19	No. of copies of Bid that must be submitted	<ul style="list-style-type: none"> Original: One (1)
20	Deadline of Bid Submission	Date and Time: 25 th July 2021 Time Zone: 17:00 Hrs BST
21	Manner of Submitting Bid	<ul style="list-style-type: none"> Email
22	Conditions and Procedures for electronic submission	Allowed Official Address for e-submission is: Qayyum Khan Mahbub qayyum.khan@icddrb.org

DS No.	Data	Specific Instructions / Requirements
	and opening, if allowed	<ul style="list-style-type: none"> - Format: Please send electronic proposals password protected in PDF format only, with separate passwords for Technical and Financial proposals, and free of virus. - Password for the Technical Proposal must not be provided to icddr,b until the date and time of Bid Opening - Password for Financial Proposal will be requested if and when necessary. - Maximum File Size: 5MB - Copies to be transmitted: 1 (one) - Indicate on the "Subject" line of the mail: "Company Name – Request for Tender # icddr,b/SCM/OTM/2021/33 Dated: July 12, 2021" - The technical and financial proposal should be sent in different files. - It is strongly recommended that the bidders write the passwords and save it in a safe place. If icddr,b is unable to open the file because of forgotten password(s) the proposal will be disqualified. - Proposers may send as many e-mails as needed, considering that every file must not exceed 5MB. - As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to icddr,b will be rejected if they are received after the deadline for bid submission. - When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to icddr,b are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. - Proposal sent to the private email addresses of any procurement staff may be rejected - All files should be password protected. Technical and Financial Proposals must have different passwords that prevent opening of file. - Password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the

DS No.	Data	Specific Instructions / Requirements
		<p>technical evaluation will be requested to provide the password to the financial proposals</p>
23	<p>Evaluation method to be used in selecting the most responsive Bid</p>	<ul style="list-style-type: none"> • Non-Discretionary “Pass/Fail” Criteria on the Technical Requirements; and • Lowest price offer of technically qualified/responsive Bid
24	<p>Required Documents that must be Submitted to Establish Qualification of Bidders (In “Certified True Copy” form only)</p>	<ul style="list-style-type: none"> • Company Profile, which should not exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured • Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder • Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation • Trade name registration papers, if applicable • Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country • Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any • Environmental Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g., use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures • Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor’s Report for the past two (2) years • Statement of Satisfactory Performance from the Top three (3) Clients in terms of Contract Value the past five (5) years \ • List of Bank References (Name of Bank, Location, Contact Person and Contact Details): Use the template hereto • All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
25	<p>Other documents that may be Submitted to</p>	<ul style="list-style-type: none"> • Not Applicable

DS No.	Data	Specific Instructions / Requirements
	Establish Eligibility	
26	Structure of the Technical Bid and List of Documents to be Submitted	<ol style="list-style-type: none"> 1. Experience certificate of supplying vehicles in similar organizations like icddr,b/ MNCs/ GoB 2. Updated Trade License, TIN Certificate, BIN/VAT Registration certificate 3. Valid Auction Sheet (shall be shared with icddr,b before shipment) 4. Updated Membership Certificate of BARVIDA 5. Manufacturer's Authorization Form (MAF)/ Authorized Dealership 6. Specification of the Vehicle
27	Latest Expected date for commencement of Contract	<ul style="list-style-type: none"> • Specify
28	Maximum Expected duration of contract	1 year
29	icddr,b will award the contract to:	<ul style="list-style-type: none"> • One or more Bidders on the basis of panel evaluation and best offer for each vehicle
30	Criteria for the Award and Evaluation of Bid	<p><u>Award Criteria</u></p> <ul style="list-style-type: none"> • Non-discretionary "Pass" or "Fail" rating on the detailed contents of the Schedule of Requirements and Technical Specifications • Compliance on the following qualification requirements: <u>Bid Evaluation Criteria</u> <ul style="list-style-type: none"> • Experience of supplying vehicles in similar organizations like icddr,b/ MNCs/ GoB • Updated Membership Certificate of BARVIDA • Manufacturer's Authorization Form (MAF)/ Authorized Dealership • Specification of the Vehicle
31	Post qualification Actions	<ul style="list-style-type: none"> • Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; • Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; • Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; • Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;

DS No.	Data	Specific Instructions / Requirements
		<ul style="list-style-type: none"> Testing and sampling of completed goods similar to the requirements of icddr,b, where available.
32	Conditions for Determining Contract Effectivity	<ul style="list-style-type: none"> Upon duly signed Contract Agreement by icddr,b and Prospect Supplier(s) which will score the highest.
33	Other Information Related to the ITB	<ul style="list-style-type: none"> Not Applicable

This contact person and address is officially designated by icddr,b. If inquiries are sent to other person/s or address/es, even if they are icddr,b staff, icddr,b shall have no obligation to respond nor can icddr,b confirm that the query was officially received.

SECTION 3A: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

I. BACKGROUND / RATIONALE

Total 3 vehicles will be purchased. One Microbus (7 Seater) & Two Hybrid SUV (5 Seater).

II. SUMMARY OF REQUIREMENTS

Vehicle 1 Specification:

1. Vehicle Type: Microbus (Noah/Equivalent)
2. Manufacturing Year: 2019 or higher
3. Vehicle Condition: Auction Grade 5
4. Mileage: Not more than 30,000 KM
5. Steering System: Right Hand Drive
6. Doors: 5 Doors
7. Seats: 7 seats
8. Engine Capacity: 1800+ CC ; 4WD (Full Time)
9. Start: Push/remote start
10. Fuel: Octane
11. Color: white
12. Key: 2 Keys
13. Other Features: Power Steering, Power Mirror, Antilock Brakes, Air Bag, Spare Tyre, Spare Key, Alloy Wheel/Rim, Back Camera/Monitor, All seats equipped with seat belts and other built-in features, All Brand New Tyres with spare tyre, New Alloy Rims, Original stereo must be available with the car
14. Maintenance package [fully washed, new oil and air filter, replacement of engine oil, car maintenance kits]

Vehicle 2 Specification:

1. Vehicle Type: SUV (Hybrid) Nissan X-Trail/ Equivalent
2. Manufacturing Year: 2020 or latest
3. Vehicle Condition: Auction Grade 5 or higher
4. Mileage: Not more than 10,000 KM
5. Steering System: Right Hand Drive
6. Doors: 5 Doors
7. Seats: 5 Seats
8. Engine Capacity: 1900+ CC
9. Transmission: Automatic (AWD)
10. Start: Push/remote start
11. Fuel: HYBRID (PETROL)
12. Color: White
13. Additional Features: Power Steering, Power Mirror, Antilock Brakes, Air Bag, Spare Tyre, Spare Key, Alloy Wheel/Rim, Back Camera/Monitor, All seats equipped with seat belts and

other built-in features, Brand New 4 Tyres with one spare, New Alloy Rims, Original stereo must be available with the car

14. Maintenance package: fully washed, new oil and air filter, replacement of engine oil, car maintenance kits.

Vehicle 3 Specification:

1. Vehicle Type: SUV (Hybrid) (Honda CR-V/ Equivalent)
2. Manufacturing Year: 2020 or latest
3. Vehicle Condition: Auction Grade 6
4. Mileage: Not more than 10,000 KM
5. Steering System: Right Hand Drive
6. Doors: 5 Doors
7. Seats: 5 Seats
8. Engine Capacity: 1900+ CC
9. Transmission: Automatic (AWD)
10. Start: Push/remote start
11. Fuel: HYBRID (PETROL)
12. Color: White/Pearl White
13. Additional Features: Power Steering, Power Mirror, Antilock Brakes, Air Bag, Spare Tyre, Spare Key, Alloy Wheel/Rim, Back Camera/Monitor, All seats equipped with seat belts and other built-in features, Brand New 4 Tyres with one spare, New Alloy Rims, Original stereo must be available with the car
14. Maintenance package: fully washed, new oil and air filter, replacement of engine oil, car maintenance kits

SECTION 3B: RELATED SERVICES

Further to the Schedule of Requirements in the preceding Table, Bidders are requested to take note of the following additional requirements, conditions, and related services pertaining to the fulfilment of the requirements:

No.	Related Services	Terms / Responsibilities
1	Delivery Term [INCOTERMS 2010] <i>(Pls. link this to price schedule)</i>	CFR/DDP
2	Exact Address of Delivery/Installation Location	Chittagong Sea Port/ Central Warehouse icddr,b Dhaka
3	Mode of Transport Preferred	Sea
4	Icddr,b Preferred Freight Forwarder, if any	<ul style="list-style-type: none"> N/A
5	Distribution of shipping documents <i>(if using freight forwarder)</i>	<ul style="list-style-type: none"> Three (3) Original Manufacturer Invoices, Airway Bill (AWB)/Bill of Lading (BL), Three (3) Original Packing List, Two (2) Original Certificate of Country of Origin(C/O), Original Insurance Certificate (4) Original Auction Sheet (JAAI)
6	Delivery Date	ETA Chittagong Port within 8 Weeks of awarding
7	Customs, if needed, clearing shall be done by:	<ul style="list-style-type: none"> Supplier
8	Ex-factory / Pre-shipment inspection	Proffered
9	Inspection upon delivery	Yes
10	Installation Requirements	Showroom Condition before Final Handover
11	Testing Requirements	N/A
12	Scope of Training on Operation and Maintenance	N/A

No.	Related Services	Terms / Responsibilities
13	Commissioning	<ul style="list-style-type: none"> The Supplier will assist the beneficiary and its representatives in the commissioning of all equipment supplied
14	Technical Support Requirements	<ul style="list-style-type: none"> The Supplier will ensure provision of technical support via telephone, electronic mail or any other appropriate means of communication for a period not less than five (1) years after installation and final commissioning
15	Payment Terms	<ul style="list-style-type: none"> 100% at Sight LC
16	Conditions for Release of Payment	<ul style="list-style-type: none"> Clean Shipping Document & Auction Certificate (JAII) as per tender requirement
17	After-sale services required	<ul style="list-style-type: none"> Vehicle Show Room Conditioning 1 year free servicing (General serving except accidental damage)
18	All documentations, including catalogs, instructions and operating manuals, shall be in this language	<ul style="list-style-type: none"> English

SECTION 3C: Standard Price Submission Template

Sl no	Item Code :	Description of Items	Unit of Measurement	Quantity	Unit Rate or Price		Total Amount	Destination for Delivery of Goods
					In figure	In words	In figure In words	
1	2	3	4	5	6	7	8	9
								icddr,b Central Warehouse, IPH Building.
						In figure		
						In words		

Cost Summary:

Item	Costs
	<i>In USD/JPY/BDT</i>
Total Cost including AIT:	
VAT Amount :	
Grand Total :	

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Company Seal/stamp: _____

SECTION 4: GENERAL TERMS AND CONDITIONS FOR GOODS

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Supplier's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a contract between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Supplier shall bind icddr,b unless agreed to in writing by a duly authorized official of icddr,b.

2. PAYMENT

2.1.1 icddr,b shall, on fulfilment of the Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the shipping documents specified in this Purchase Order.

2.1.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms of this Purchase Order, provided payment is made within the period required by such payment terms.

2.1.3 Unless authorized by icddr,b, the Supplier shall submit one invoice in respect of this Purchase Order, and such invoice must indicate the Purchase Order's identification number.

2.1.4 The prices shown in this Purchase Order may not be increased except by express written agreement of icddr,b.

3. RISK OF LOSS

Risk of loss, damage to or destruction of the goods shall be governed in accordance with DDU Incoterms 2000, unless otherwise agreed upon by the Parties on the front side of this Purchase Order.

4. EXPORT LICENCES

Notwithstanding any INCOTERM 2000 used in this Purchase Order, the Supplier shall obtain any export licences required for the goods.

5. FITNESS OF GOODS/PACKAGING

The Supplier warrants that the goods, including packaging, conform to the specifications for the goods ordered under this Purchase Order and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by icddr,b, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

7. INSPECTION

- 7.1. icddr,b shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Purchase Order; payment for goods pursuant to this Purchase Order shall not be deemed an acceptance of the goods.
- 7.2. Inspection prior to shipment does not relieve the Supplier from any of its contractual obligations.

8. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by icddr,b of the goods sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold icddr,b and icddr,b harmless from any actions or claims brought against icddr,b or icddr,b pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods sold under this Purchase Order.

9. RIGHTS OF icddr,b

In case of failure by the Supplier to fulfil its obligations under the terms and conditions of this Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, icddr,b may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event icddr,b may hold the Supplier responsible for any excess cost occasioned thereby.
- b) Refuse to accept delivery of all or part of the goods.
- c) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind of icddr,b.

10. LATE DELIVERY

Without limiting any other rights or obligations of the parties hereunder, if the Supplier will be unable to deliver the goods by the delivery date(s) stipulated in this Purchase Order, the Supplier shall (i) immediately consult with icddr,b to determine the most expeditious means for delivering the goods and (ii) use an expedited means of delivery, at the Supplier's cost (unless the delay is due to Force Majeure), if reasonably so requested by icddr,b.

11.ASSIGNMENT AND INSOLVENCY

- 11.1. The Supplier shall not, except after obtaining the written consent of icddr,b, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Supplier's rights or obligations under this Purchase Order.
- 11.2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, icddr,b may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Supplier written notice of termination.

12.USE OF icddr,b NAME OR EMBLEM

The Supplier shall not use the name, emblem or official seal of icddr,b for any purpose.

13.PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that it is furnishing goods or services to icddr,b without specific permission of icddr,b in each instance.

14.CHILD LABOUR

The Supplier represents and warrants that neither it nor any of its affiliates is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

Any breach of this representation and warranty shall entitle icddr,b to terminate this Purchase Order immediately upon notice to the Supplier, without any liability for termination charges or any other liability of any kind of icddr,b.

15.OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of icddr,b has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.