



International Centre for Diarrhoeal Disease
Research, Bangladesh (icddr,b)

INVITATION TO BID

SUPPLY CHAIN MANAGEMENT

**ITB TITLE: PROCUREMENT OF METHADONE
HYDROCHLORIDE SYRUP**

**Project Name: "Opioid Substitution Therapy (OST)
using Methadone"**

ITB No. icddr,b/SCM/LTM/ITB/2024/01, Dated: 16 January 2024

SUBMISSION OF TENDERS:

By Email: tender@icddr.org

Bid Closing Date: 2:45 pm on 31 January, 2024 UTC+06:00

TENDER DOCUMENT

PROCUREMENT OF METHADONE HYDROCHLORIDE SYRUP

Tenders are invited by icddr,b Mohakhali, Dhaka 1212 for the procurement of Methadone Hydrochloride (HCL) Syrup for its OST projects from the manufacturers enlisted to its local authority having track record for export to other countries. The contract is subject to the general terms and conditions set out below.

The tender is to be submitted at the Supply Chain Management Office of icddr,b Mohakhali, Dhaka **by 2.45 pm on 31 January 2024 via email: tender@icddrb.org.**

icddr,b is not bound to accept the lowest tender and reserves the right to accept or reject any or all of the tenders without assigning any reason whatsoever.

GENERAL TERMS AND CONDITIONS

- 1. Schedule of Requirement.** Schedule of Requirements of the Methadone HCL Syrup are listed below:

Generic Name of Item: Methadone Hydrochloride

Doses Form: Oral Liquid Solution

Strength (Concentration of Drug): 10 mg/mL (sugar free)

Required Quantity in 2024: 4000 Litre

Required Quantity in 2025: 4000 Litre

Required Quantity in 2026: 2682 Litre

Pack Size: 1 Litre bottle (Polypropylene bottles)

Complimentary Accessories: 20 bottle top dispensers (Volume: 1-10 mL; Div: 0.25 mL) per year, autoclavable at 121° C

- 2. Contract Period.** The contract will be from the date of awarding/signing the contract up to 36 months and subject to the performance of the successful bidder, the option exists to extend the contract for further periods at the sole discretion of icddr,b. The additional periods will be with the mutually agreed rates and terms & conditions.
- 3. Eligibility of the Bidder.** Bidders shall have the following qualifications to participate in the above mentioned bid:
 - Bidder's offered product must be approved by WHO or equivalent
 - Bidder's manufacturing unit must have WHO-GMP certificate or equivalent certificate
 - Bidder enlisted in the WHO List of Methadone Producers or equivalent list is preferred
 - Bidder shall be incorporated in country of manufacture & licensed by regulatory authority
 - Bidder shall have experience of methadone export
- 4. Quote of Rates.** The price offer shall be submitted in the attached price schedule (Annex B) with general terms and conditions. All prices shall be stated in US Dollars. Methadone HCL must be quoted with **CPT Dhaka Shahjalal By Air** from place of origin to Bangladesh. Bidders shall mention the cost of the product and the freight charges separately in the schedule. Unit and Total Price for the item in the schedule should be

quoted both in figure and in word. Any overwriting or erasing shall have to be initialed by the Bidder. Incomplete tender will not be considered.

5. **Tender Validity:** Tenders shall remain valid for a period of 90 (Ninety) days. A Tenderer may withdraw its' tender at any time after the expiration of the tender validity period, but shall not be permitted to withdraw its Tender prior to the expiration of the validity period.
6. **Price:** Prices shall be fixed and firm for the total contract period.
7. **Quantity of Methadone.** The quantity mentioned in the schedule of requirement is approximate. icddr,b reserves the right to increase/decrease the quantity to any extent during the contract period and to be supplied as per purchase order.
8. **Shelf-life of Methadone.** Methadone to be supplied must have maximum shelf-life but **not less than 2 (two) years** from the date of supply.
9. **Quality Test and Replacement.** The successful Bidder will provide the best quality product as per the requirements of icddr,b and provide certificate of analysis (COA) for every batch during delivery. Any Methadone HCL found below the standard and not as per specification shall be rejected and the rejected materials should be taken back by the successful Bidder without delay at his own cost. Repetition of attempts to supply sub-standard materials will make the contract liable to termination.

Periodic QC test may be conducted by icddr,b any third-party testing laboratory accredited in accordance with ISO 17025 or WHO prequalified. Purchaser will bear the cost of any test from the supply chain. If QC test fails, then cost of subsequent QC tests will be borne by the supplier. All rejected product should be replaced by the supplier. Suppliers have to provide batch wise Quality Certificate for the methadone supplied.

10. **Availability of Methadone.** The Bidder will ensure availability of methadone at all times during the contract period. The whole supply as per order shall have to be completed within the time mentioned in Purchase order. Lead time for Shipment should be maximum 30 days from order placement and regulatory confirmation. In case the firm fails to supply the ordered methadone, icddr,b shall have the right to accept or reject quantity of goods ordered and a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority following Clause 13.

11. **Packing and Delivery.** Methadone shall be delivered in **1 Litre polypropylene bottle**. Bidder shall clearly mention the time of methadone delivery from the receipt of Purchase Order (PO) in the offer submission letter.

Methadone Hydrochloride 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. Outer cartons will be printed by indelible ink, expecting bear the following information:

- 1) the name of the drug product (Trade & Genetic Name)
- 2) Quantity
- 3) the batch number assigned by the manufacturer
- 4) the manufacturing date in an un-coded form
- 5) the expiry date in an un-coded form

- 6) the name and address of the manufacturer
- 7) any special storage conditions or handling precautions, if necessary

Methadone Hydrochloride should be delivered maintaining proper cool chain. All finished drug products should be identified by labelling, as required by the international legislation.

12. Currency: The currency of the Bid shall be in US Dollars. Offers submitted in a currency other than US Dollars will be converted into US Dollars using the icddr,b's exchange rate in effect on the submission deadline date.

13. Mode of Payment. The successful bidder will be required to submit invoices along with a copy of Purchase Order for the goods delivered. Payment will be made under 45 days' net through either Letter of Credit (L/C) or LCA or through wire transfer, as appropriate as per the prevailing law of the country, at the time of payment.

14. Taxes. icddr,b is exempted from all direct taxes, except charges for public utility services, duties, and charges of a similar nature regarding articles imported or exported for its official use. All prices/rates quoted in the Bid must be net of any direct taxes and other taxes and duties unless specified in the ITB documents.

15. ETHICAL STANDARDS: icddr,b requires that all Bidders observe the highest standard of ethics during the entire solicitation process and the duration of any contract that may be awarded as a result of this solicitation process. icddr,b also actively promotes the adoption by its suppliers of robust policies for the protection and safeguarding of children and the prevention and prohibition of sexual exploitation and sexual abuse.

By submitting its Bid in response to this ITB, the Bidder makes the following representations and warranties to icddr,b as at the Submission Deadline:

15.1 In respect of all aspects of the solicitation process, the Bidder has disclosed to icddr,b any situation that may constitute an actual or potential conflict of interest or could reasonably be perceived as a conflict of interest. In particular, the Bidder has disclosed to icddr,b if it or any of its affiliates is, or has been in the past, engaged by icddr,b to provide services for the preparation of the design, specifications, cost analysis/estimation, and other documents to be used for the procurement of the services requested under this ITB.

15.2 The Bidder has not unduly obtained, or attempted to unduly obtain, any confidential information in connection with the solicitation process and any contract that may be awarded as a result of this solicitation process.

15.3 No official of icddr,b has received from or on behalf of the Bidder or will be offered by or on behalf of the Bidder any direct or indirect benefit in connection with this ITB, including the award of the Contract to the Bidder. Such direct or indirect benefit includes, but is not limited to, any gifts, favours or hospitality.

15.4 The Bidder will (a) observe the highest standard of ethics; (b) use its best efforts to protect icddr,b against fraud, in the solicitation process and in the performance of any resulting contract; and (c) comply with the applicable provisions of icddr,b's Policy Prohibiting and Combatting Fraud and Corruption. In particular, the Bidder will not engage and will ensure that its personnel, agents and sub-Bidders do not engage in any corrupt, fraudulent, coercive, collusive or obstructive conduct.

15.5 The Bidder will comply with all laws, ordinances, rules and regulations bearing upon its participation in this solicitation. The Bidder shall ensure that its personnel adhere to the icddr,b's code of conduct and must abide by icddr,b's policies and procedures, including the Whistleblowing policy, Sexual Harassment Policy, Safeguarding Policy, Conflict of Interest Policy, Gender Policy and icddr,b's Code of Conduct policy. The working relationship between icddr,b and the Service Provider will be based on mutual respect. In the event of violation of any policy of icddr,b and/or the code of conduct [mentioned in icddr,b website: <https://www.icddr.org/about-us/governance/policies>] by the Service Provider icddr,b shall have the right to terminate the Agreement forthwith.

16. Adherence of Delivery Schedule: Time is of the essence in the performance of this contract. Delivery dates and timelines agreed by the parties prior to signing the contract herein are essential, and any failure to meet these deadlines shall be considered a material breach of the contract, entitling the non-breaching party to pursue remedies as provided in Clause 18: Liquidated Damage.

17. Liquidated Damage. If the manufacturer on contract fails to supply any or all items within the stipulated date mentioned on the purchase order, the Centre at its own discretion reserves the right to deduct at the rate of 0.5% (point five percent) of the total ordered value for each day of delay up to a maximum of 10% of the total ordered value from the bill. In case of total delivery failure of any item, icddr,b will purchase such similar item(s) from other vendors and shall recover the excess/differential amount needed for the purchase from the security deposit/outstanding bills of the supplier.

18. Tender Submission. Tender shall be submitted with full details and be duly supported with GMP certificate, evidence of its technical, financial and production capability, catalogues, pamphlets, literature, pertaining to items for comparing the quality, rate of the product(s) and other legal and commercial requirements set out in the Tender Document. Tender shall be submitted with the following documents without which offers may not be considered:

- Copy of WHO-cGMP Certificate or equivalent certificate
- Copy of Updated Manufacturing License
- Copy of Certificate of incorporation at the country of manufacture
- Documentary evidence against exporting methadone to other countries
- Business Identification Number (BIN), if applicable
- TAX Registration Identification
- Certification of Independent Price Determination (Annex A)
- Price Schedule duly signed and stamped by the authorized signatory of the company with company seal (Annex-B).

By participating in the tender, it will be guaranteed that tenderer accepted all terms mentioned in the tender document.

All parties to this transaction are advised that involvement of countries, regions, entities, vessels or individuals sanctioned by the United Nations, the United States, the European Union, the United Kingdom or any other relevant government and/or Regulatory authority and that such authorities required Disclosure of information.

19. Tender Evaluation. Based on the Technically Compliant Lowest Cost Selection Process, award may be made to the bidder submitting the lowest evaluated price that meets or exceeds the technical acceptability standards along with delivery schedule, offered service level, payment mode, etc. Technical capability may be evaluated by how well the proposed

products meet the minimum technical specifications set for in this tender.

- 20. Evaluation Process.** The evaluation is carried out by icddr,b in accordance with icddr,b's regulations, rules and practices and all determinations are made in icddr,b sole discretion.

After opening the Bids, icddr,b will carry out the following steps in the following order:

- First, each Bids shall be evaluated for compliance with the eligibility and tender submission requirements (Clauses 3 and 18) of this ITB. Bids deemed not to meet all of the eligibility criteria will be considered non-compliant and rejected at this stage without further consideration. Failure to comply with any of the terms and conditions in this ITB, including, but not limited to, failure to provide all required information, may result in a Bid being disqualified from further consideration.

- Second, icddr,b will undertake a commercial evaluation of the Price Schedule (Annex B) of technically compliant Bids on the basis of the Proposal evaluation approach set out below.

- 21. Negotiation.** icddr,b reserves the right to negotiate with the Bidders(s) that has/have attained the best rating, i.e. those providing the overall best value Proposal.

- 22. Contract Mechanism.** A Formal Award letter along with a fixed-price purchase order may be provided to the responsive vendor selected based on the ability to meet product specifications, vendor ability and lowest offered cost. All sections of this ITB document shall be treated as the part of contract.

- 23. Client Prior Approval.** The solicited goods, once a Bidder has been selected, will be subject to client (Donor, Counterpart regulatory body) approval before an order can be placed. Therefore, Bidders are reminded that there may be delays for this process to complete. In addition, should such approval not be given, and then this solicitation will be cancelled.

- 24. Response Deadline and Method.** Responses to this tender should be submitted by **email** addressing to Director, Supply Chain Management, icddr,b (email: tender@icddrb.org) on **31 January 2024 by 2.45 pm BST (GMT+6)**. Any quotes received after the date and time may not be accepted and shall be considered non-responsive. icddr,b will acknowledge receipt of your Offer by return email.

Acknowledgement of receipt of this tender and any questions or requests for clarification need to be submitted in writing to the email tenderquery@icddrb.org copy to easin.siddik@icddrb.org and ershad@icddrb.org addresses no later than **January 22, 2024 3:00 PM BST**. Inquiries and answers to inquiries will be shared with all applicants. No telephone inquires will be answered.

- 25. Rights to Accept or Reject Offer.** icddr,b shall be under no obligation to accept the lowest or any other Offer 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 reserve all the rights to reject any price list wholly or partially without assigning any reason.

26. Shipping Address.

The selected Bidder will need to ship the product to:

icddr,b
68, Shaheed Tajuddin Ahmed Sharani
Mohakhali, Dhaka 1212
Bangladesh

Under terms of LC, consignee will be importer's bank. For shipment through LCA, importer can be the consignee. Either means, shipping documents must reach to importer's bank through proper banking channel.

27. Port of Destination: Shahjalal International Airport Dhaka

28. Incoterms: CPT (Carriage Paid To) Dhaka

29. Custom Clearance: icddr,b will arrange customs clearance at Destination Port and will bring the Methadone HCL at Dhaka icddr,b premises at own cost. Bidder or their representative may escort on the vehicle.

30. Insurance: Marine Insurance will be covered by the buyer (icddr,b). The seller is responsible for the costs of transportation to the agreed destination.

31. Disclaimer. This ITB represents only a definition of requirements. It is merely an invitation for submission of Bids and does not legally obligate icddr,b to accept any of the submitted Bids in whole or in part, nor is ICDDR,B obligated to select the lowest priced Bid. icddr,b reserves the right to negotiate with any or all firms, both with respect to price, cost and/or scope of services. icddr,b has no contractual obligations with any firms based upon issuance of this ITB. It is not an offer to contract. Only the execution of a written contract shall obligate icddr,b in accordance with the terms and conditions contained in such contract.

32. Offer Verification. icddr,b may contact Bidders to confirm contact person, address, bid amount and to confirm that the bid was submitted for this solicitation.

33. Conflict of Interest. Bidders must provide disclosure of any past, present or future relationships with any parties associated with the issuance, review or management of this solicitation and anticipated award. Failure to provide full and open disclosure may result in icddr,b having to re-evaluate selection of a potential Bidder.

34. Applicable Law. The Contract shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh.

35. Termination of Contract: icddr,b may, terminate the Contract in whole or part by giving 3 (Three) Months written notice to the bidder:

- a) If the bidder fails to provide any or all of the services within the period(s) specified in the Contract
- b) If the bidder fails to perform any obligation(s) under the Contract
- c) 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.

36. Indemnity. The bidder shall indemnify the icddr,b against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be

done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the icddr,b or its user in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the safety measures prevalent in Bangladesh and will free the icddr, b from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to icddr,b and will not hold the icddr,b responsible or obligated. icddr,b may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in the case the latter chooses not to defend the case.

37. Resolution of Disputes. icddr,b and the supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation. Disagreements, disputes, difference that may arise between the icddr,b and the successful Bidders/Suppliers 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.

38. Confidentiality. Confidential Information that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract or in connection with the subject matter of the Contract will be held in confidence by the Recipient. The Recipient will use the same care and discretion to avoid disclosure of the Discloser's Confidential Information as the Recipient uses for its own Confidential Information and will use the Discloser's Confidential Information solely for the purpose for which it was disclosed to the Recipient.

39. Reserved Rights. All Tender responses become the property of icddr,b and icddr,b reserves the right in its sole discretion to:

- Disqualify any offer based on Bidder failure to follow solicitation instructions.
- Waive any deviations by Bidders from the requirements of this solicitation that in icddr, b's opinion are considered not to be material defects requiring rejection or disqualification; or where such a waiver will promote increased competition.
- Extend the time for submission of all ITB responses after notification to all Bidders.
- Terminate or modify the ITB process at any time and re-issue the ITB to whoever icddr,b deems appropriate.
- Issue an award based on the initial evaluation of offers without discussion.
- Award only part of the activities in the solicitation or issue multiple awards based on solicitation activities.

Certification of Independent Price Determination **(Please read carefully, and submit with your price offer)**

(a) The Bidder certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Bidder, including but not limited to subsidiaries or other entities in which Bidder has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder, including but not limited to subsidiaries or other entities in which Bidder has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Bidder to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the Bidder's organization responsible for determining the prices being offered in this bid or Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the Bidder in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above;

(ii) As an authorized agent, does certify that the principals of the Bidder have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) Above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) Bidder understands and agrees that –

(1) Violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) Discovery of any violation after award to the Bidder will result in the termination of the award for default.

Annex-B

Price Schedule for Procurement of Methadone Hydrochloride Syrup

ITB No. icddr,b/SCM/LTM/ITB/2024/01, Dated: January 16, 2024

Ser	Year	Generic Names	Trade Name	Quantity	IOM	Pack Size	Unit Price in USD (in words)	Unit Price in USD (in figure)	Total Price (USD)	Freight Charge (USD)	Total Cost and Freight (USD)
a	b	c	d	e	f	g	h	i	j = e X i	k	l = k + j
1.	2024	Methadone Hydrochloride Syrup (10mg/ml)		4000	Liter	1 Liter bottle					
2.	2025	Methadone Hydrochloride Syrup (10mg/ml)		4000	Liter	1 Liter bottle					
3	2026	Methadone Hydrochloride Syrup (10mg/ml)		2682	Liter	1 Liter bottle					
Grand Total											
Grand Total in Words:											

Notes: Prices shall include all applicable VAT, Tax and any applicable charges.

Signature of Bidder: _____

Full name of Bidder: _____

Name of organization: _____

TAX ID: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____