



**INVITATION TO BID
(INTERNATIONAL)
FOR
SUPPLY AND DISTRIBUTION OF
WATER BASED LUBRICATING GEL

OPEN TENDER METHOD**

Project Name: "Continuation and Scale Up of HIV Prevention and Treatment Services for Key Populations in Bangladesh"

ITB No. icddr,b/SCM/OTM/2024/4 dated 18 April 2024

Thursday, April 18, 2024

Invitation to Bid (ITB)
ITB No. icddr,b/SCM/OTM/2024/4 dated 18 April 2024
FOR SUPPLY AND DISTRIBUTION OF WATER BASED LUBRICATING GEL
(INTERNATIONAL)

LETTER OF INVITATION

Dear Sir/Madam,

1. icddr,b is seeking qualified Bids for the *Supply and Distribution of Water based Lubricating Gel* for its HIV/AIDS programme. Your company is hereby invited to submit your best Technical and Financial Bids for the requested goods and related services.
2. Initially, the contract will be established for 3 years with successful bidder with a provision of extension of further periods, subject to budget availability and satisfactory performance and price competitiveness of the successful bidder.
3. To enable your company to submit a Bid, please read the following sections carefully:

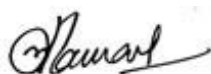
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4. The Bid process will be conducted through a **TWO-envelope system**. Interested Bidders are requested to submit their **Technical Bid *separately* from their Financial Bid** containing price information. Bidders are requested to carefully read

Section I – Instructions to Tenderers where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the documentation or emails are not marked / submitted per the instructions, icddr,b will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions might result in bid being declared invalid.

5. Online Pre-tender meeting will be held on **24th April 2024 at 03:00pm**. Please send your participating request to the email: tenderquery@icddr.org , within **23rd April 2024 COB**; mentioning 'Participation request in Pre-bid Meeting for Supply and Distribution of Water-based Lubricating Gel' in the email subject. Also, you can share any queries relating to the Bid process and other issues in the same email which we will discuss in the pre-bid session.
6. All documentation relating to the bid must be received by icddr,b no later than **6th May 2024 2:30pm Dhaka local time (GMT6+)** in Chiller Building, icddr,b, Mohakhali, Dhaka. icddr,b will not accept bids after the closing deadline and as such no late bids will be accepted or recorded. **Combined Technical and Financial bid will be rejected**. Bid will be opened on the same day at **3:00 PM** in presence of bid evaluation committee members only.
7. No Bid/Tender Security is required for participating in this bidding process.
8. The Purchaser (icddr,b) is a VAT and Tax exempted organization. The Supply and distribution of lubricant will be guided by Global Fund (donor) Operation Policy and the donor's fund cannot be used for payment of Value Added Tax (VAT) and any other duties at the purchaser's country. The successful vendor may get the waiver of Advance Trade VAT (ATV) during Customs clearance from the Government of Bangladesh upon apply.
9. Bid document will be available in the icddr,b website [<http://www.icddr.org/work-with-us/tender-notice>] and the responses for the received query will be circulated via email to all pre-bid participants.
10. icddr,b looks forward to receiving your Bid and thank you in advance for your interest in icddr,b procurement opportunities. This letter is not to be construed in any way as an offer to contract with your company/institution.



Yours sincerely,

Mirza Muhammad Masud Rana,
Sr. Manager, Supply Chain Management
icddr,b



SECTION I. INSTRUCTIONS TO TENDERERS (ITT)

A. INTRODUCTION

- 1. Scope of Bid** 1.1 The Purchaser, as specified in the **Bid Data Sheet** and in the Special Conditions of Contract (SCC), invites bids for the supply of Goods as specified in the **Bid Data Sheet** described in the Schedule of Requirements.
- 1.2 The name and the identification no. of the Bid is stated in the **Bid Data Sheet**.
- 2. Source of Funds** 2.1 The Purchaser named in the **Bid Data Sheet** has received a grant (as identified with the grant number in the **Bid Data Sheet** and called a "grant" in these Bidding Documents) from the Global Fund toward the cost of the Project named in the **Bid Data Sheet**. The Purchaser intends to apply a part of the proceeds of this grant to eligible payments under the Contract for which these bidding documents are issued.
- 3. Corrupt, Fraudulent, Collusive or Coercive Practices** 3.1 The Purchaser requires that bidders, suppliers, contractors, and consultants under the Global Fund financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Purchaser:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Procuring Entity in connection with a Procurement proceeding or contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, that is designed to arbitrarily reduce the number of Bids submitted or fix Bid prices at artificial, non-competitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition; or
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Bids.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
- (c) will cancel the portion of the grant allocated to a contract if it determines at any time that representatives of the Purchaser or of a beneficiary of the grant engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the purchaser having taken timely and appropriate action satisfactory to the Global Fund to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Global Fund financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Global Fund-financed contract; and
- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by The Global Fund grant, requiring bidders, suppliers, contractors and consultants to permit the Global Fund to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Global Fund.

3.2 Furthermore, bidders shall be aware of the provision stated in **Sub-Clauses 4.4** of ITT **and 23.1** of the General Conditions of Contract.

4. Eligible Bidders

- 4.1 Except as provided in ITT Sub-Clauses 4.2 and 4.3, this bidding process is open to qualified firms from all countries excluding the State of Israel, to participate and provide goods and services.
- 4.2 Firms of a member country may be excluded from bidding if:
 - (a) either: (i) as a matter of law or official regulation, the Purchaser's country prohibits commercial relations with that country, or (ii) the Purchaser's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
 - (b) a firm has been engaged by the Purchaser that has been duly authorized to act on behalf of the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.
- 4.3 Pursuant to ITT Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.
- 4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser.
- 4.5 Bidders and all parties constituting the Bidder shall not have a conflict of interest pursuant to:

- Any staff of icddr,b who would have an interest, directly or indirectly, in a firm or individual that would bid against a tender notice issued by icddr,b must declare any relevant relationship with that firm or individual and consequently not participate in the ensuing proceedings.
 - All icddr,b employees or contractors involved in any procurement activity are required to declare any material personal interest which may, or may be seen to affect their impartiality or judgement in respect to their involvement in the procurement process. Examples include close family members employed by a supplier or who have ownership in a company.
 - An individual or a firm or its associates or affiliates, which would be involved in preparation of specifications for a particular tender, will not be eligible to participate in the ensuing procurement.
 - Neither consultants (including their personnel and sub-consultants) nor any of their affiliates will be hired for any assignment that, by its nature, will be in conflict with another assignment of the consultants. (e.g. consultants hired to prepare the engineering design for an infrastructure project would not be engaged to prepare an independent assessment for the same project.).
- 4.6 Bidders in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Sub Clause 3.1.a.
- 4.7 Bidders shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
- 4.8 Bidders shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin. In the case of foreign Bidders, a certificate of competent authority in that country of which the Bidder is citizen shall be provided.

5. Eligible Goods and Services

- 5.1 Funds from grant are disbursed only on account of expenditures for Goods and Services, provided by nationals of, and produced in or supplied from, eligible source countries specified in **Bid Data Sheet**.
- 5.2 For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.
- 5.3 For purposes of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as transportation, storage and distribution, insurance, commissioning, and training.

6. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents

- 6.1 Pursuant to ITT Clause 14, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the eligibility of the Health Sector Goods and services to be supplied under the Contract.
- 6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services offered that shall be confirmed by a certificate of origin issued at the time of shipment.
- 6.3 The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
 - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
 - (c) any other procurement specific documentation requirement as stated in the **Bid Data Sheet**.
- 6.4 Unless the **Bid Data Sheet** stipulates otherwise, the Goods to be supplied by the local manufacturer or the importer under the Contract, shall be registered with the relevant authority in the Purchaser's country. The supplier/bidder who has already registered its Goods by the time of bidding shall submit a copy of the Registration Certificate along with its bid. In case the goods have not been registered before the bid submission, the successful bidder shall submit the NOC from the relevant authority before the delivery of the goods.
- 6.5 For purposes of the commentary to be furnished pursuant to ITT Clause 6.3 (b) above, the Bidder shall note that technical specification, standards as well as references designated by the Purchaser in its Technical Specifications are intended to be followed.

7. Qualifications of the Bidder

- 7.1 The Bidder shall provide documentary evidence to establish to the Purchaser's satisfaction that:
- a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet**, and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet**.
 - b) in the case of a Bidder who is not doing business within the Purchaser's country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty

obligations prescribed in the Conditions of Contract and/or Technical Specifications.

- 8. Cost of Bidding** 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENT

9. **Content of Bidding Documents** 9.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITT Clause 11.
- SECTION I. INSTRUCTIONS TO TENDERERS
SECTION II. BID DATA SHEET
SECTION III. GENERAL CONDITIONS OF CONTRACT
SECTION IV. SPECIAL CONDITIONS OF CONTRACT
SECTION V. BIDS AND CONTRACT FORMS
SECTION VI. SCHEDULE OF REQUIREMENT
SECTION VII. TECHNICAL SPECIFICATIONS OF LUBRICANT
SECTION VIII. ANNEXURES
- 9.2 **The Purchaser may reject a bid if technical and financial document is not submitted in a separate envelope.**
- 9.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Documents as well as addendum to Bid Documents.
10. **Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the **Purchaser** in writing or by e-mail at the **Purchaser's** address **indicated in the Bid Data Sheet**. The **Purchaser will respond in writing to any request for clarification received.**
- 10.2 A purchaser is not obliged to answer any clarification received after that date requested under ITT Sub-clause 10.1.
- 10.3 The purchaser will respond in writing within five (5) working days of receipt of any such request for clarification received under ITT sub-clause 10.1.
- 10.4 Copies of the Purchaser's response shall be sent to all prospective Bidders including a description of the inquiry but without identifying its source.
- 10.5 To clarify issues and to answer questions on any matter arising in the Bid Document, the Purchaser may, if stated in the **Bid Data Sheet**, hold a **Pre-Bid Meeting** at the place, date and time as specified in the **Bid Data Sheet**. All Potential Bidders are encouraged to attend the meeting, if it is held.
- 10.6 Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.
11. **Addendum to Bidding Documents** 11.1 At any time prior to the deadline for submission of bids, the **Purchaser** may amend the Bidding Documents by issuing Addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITT Sub-Clause 10.1 and shall be communicated in writing and/or to all purchasers of the Bidding Documents and will be binding on them. It will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.

- 11.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the **Purchaser may extend**, at its discretion, the deadline for submission of bids, in which case, the purchaser will notify all Bidders in writing of the extended deadline pursuant to the ITT sub-clause 22.2.

C. PREPARATION OF BIDS

- 12. Language of Bid** 12.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13. Documents Constituting the Bid** 13.1 The bid submitted by the Bidder shall comprise the following:
- a) A copy of the bid document duly sealed and signed by the bidder including all addendums (if any).
 - b) Duly filled-in **Form of Bid and Price Schedule**, in accordance with the forms indicated in Section V;
 - c) Original form of **bid security** in accordance with the provisions of ITT Sub-Clause 18 (Bid Security), if applicable;
 - d) **Written power of attorney** authorizing the signatory of the bid to commit the Bidder or as mentioned in the **Bid Data Sheet**;
 - e) The completed **Specifications Submission and Compliance Sheet** as furnished in Section V: Bid and Contract Forms as stated under ITT Sub-Clause 6.3;
 - f) An **affidavit** confirming that the Bidder is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing as stated under ITT Clause 4;
 - g) A **certificate** issued by the competent authority stating that the Bidder is a Tax payer having **valid Business Identification Number (BIN) and VAT registration number** or in lieu any other document acceptable to the Purchaser demonstrating that the Bidder is a genuine Tax payer and has a VAT registration number as a proof of fulfillment of taxation obligations as stated under ITT Clause 4. In the case of foreign Bidders, a certificate of competent authority in that country of which the Bidder is citizen shall be provided;
 - h) The **country of origin** declarations, to establish the eligibility of the Goods and Related Services as stated under ITT Clause 6, in the Price Schedule for Goods and Related Services furnished in Section V: Bid and Contract Forms

- i) **documentary evidence establishing to the Purchaser's satisfaction**, and in accordance with ITT Clause 7 that the Bidder is qualified to perform the Contract if its bid is accepted.
- j) any other documentation as requested in the **Bid Data Sheet and any other sections of the bid document**.
- 14. Bid Form** 14.1 The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.
- 15. Bid Prices** 15.1 Prices shall be quoted as specified in each Price Schedule included in Section V, Bid and Contract Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country except Israel.
- 15.2 Prices shall be entered in the following manner:
- a) For Goods manufactured outside the Purchaser's Country, to be imported:**
- the price of the Goods, quoted DDP named place of destination (Governed by ICC Incoterms 2020), in the Purchaser's Country as specified in the **Bid Data Sheet**;
 - The bidder offering the goods manufactured outside the Purchaser's Country, to be imported, must have a local agent for undertaking the logistic services (storage, distribution, transportation).
- b) For Goods manufactured in the Purchaser's Country:**
- the price of the Goods, quoted DDP named place of destination (Governed by ICC Incoterms 2020), in the Purchaser's Country as specified in the **Bid Data Sheet**;
- 15.3 Unless otherwise specified in the **Bid Data Sheet**, prices quoted by the Bidder shall be **fixed** as specified in Price Schedule during the Bidder's performance of the Contract and not subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITT Clause 31.** If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price will not be adjusted.
- 16. Currencies of Bid** 16.1 Prices shall be quoted in the following currencies:
- a. The Bidder, offering the goods outside the purchaser's country, shall express the bid price entirely in the foreign currencies. If the Bidder wishes to be paid in a combination of different currencies, it must quote its price accordingly, but no more than three foreign currencies may be used or as mentioned in the **Bid Data Sheet**.

- b. The Bidder, offering the goods manufactured in the purchaser's country, shall express the bid price entirely in the local currencies.

**17. Validity
Period
of
Bids**

- 17.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the date of bid submission specified in ITT Clause 22. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**
- 17.2 In justified exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request **not later than ten (10) days** before the expiry date of the bid validity, compulsorily all the Bidders' consent to an extension of the period of validity of their Bids. The request and the responses thereto shall be made in writing.
- 17.3 Bidders consenting in writing to the request made by the Purchaser under ITT Sub-Clause 17.2 shall also correspondingly extend the validity of its Bid Security for twenty-eight (28) days beyond the new date for the expiry of Bid validity.
- 17.4 Bidder may refuse the request without forfeiting its bid security and its offer will not be considered for evaluation. Except as provided in ITT Clause 17.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

**18. Bid
Security**

- 18.1 If required, in the Bid Data Sheet, the Bidder shall furnish, as part of its bid, a bid security as specified in the **Bid Data Sheet**, or a Bid Securing Declaration. The amount of the Bid Security shall be as stipulated in the **Bid Data Sheet** in the currency of the Purchaser's country or equivalent US\$.
- 18.2 The Bid Security shall be in the form of Pay Order / Demand Draft /or an irrevocable bank guarantee in the format furnished in Section V: Bid and Contract Forms.
- 18.3 Bid Security shall payable promptly upon written demand by the Purchaser in the case of the conditions listed in sub-clause 18.8 being invoked.
- 18.4 The bid security shall remain valid for a period of 28 days beyond the validity period for the bid, and beyond any extension subsequently requested under Sub-clause 17.2.
- 18.5 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as non-responsive. The bid security of a joint venture must be in the name of the joint venture submitting the bid.

18.6 The bid securities of non-responsive Bidders will be returned immediately after the Evaluation Report has been approved by the Purchaser.

18.7 Bid securities of the responsive Bidders shall be returned only after the successful Bidder has submitted the performance security and signed the contract, that being even before the expiration of the validity period specified in Clause 17.

18.8 The bid security may be forfeited:

a) if the Bidder withdraws its bid after the Bid opening but within the validity of the bid, except as provided in ITT Clauses 17 and 24.3; or

b) in the case of a successful bidder, if the Bidder fails within the specified time limit to:

i) refuse to accept Notification of Award as stated under ITT Sub-Clause 39.1; or

ii) sign the contract as stated under ITT Sub-Clause 42.2; or

iii) furnish the required performance security as stated under ITT Sub-Clause 40.1; or

iv) does not accept the correction of the Bid price following the correction of arithmetic errors as stated under ITT Sub-clause 32.1.

18.9 The Purchaser shall verify the authenticity of the Bid Security submitted by the successful Bidder by sending a written request to the branch of the bank issuing irrevocable Bank Guarantee in specified format /Pay Order/Bank Draft.

19. Alternative Proposals by Bidders

19.1 Alternative bids shall not be accepted.

20. Format and Signing of Bid

20.1 The bidder shall submit a hard copy of the bidding document with duly sealed and signed including the addendums issued (if any).

20.2 The Bidder shall prepare and submit an original (hard and soft) of the bid indicated in the **Bid Data Sheet**. In the event of any discrepancy between them, the original hard copy shall govern.

20.3 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.

20.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract.

D. SUBMISSION OF BIDS

- 21. Sealing and Marking of Bids**
- 21.1 Bidders shall submit the bids as specified in the **Bid Data Sheet**:
- a) The bidder shall prepare two separate sealed envelopes for technical and financial bid clearly marked as "TECHNICAL" and "FINANCIAL". **The Purchaser may reject a bid if technical and financial document is not submitted in a separate envelope.**
 - b) The Bidder shall then enclose the original TECHNICAL and FINANCIAL offer in one master envelope marked as "ORIGINAL IN HARD" and one in soft (pdf) copy of the bid in accordance with ITT Clause 20.2, in separate sealed envelopes. Financial offer of the soft copy should be password protected and the password shall be shared to the email address mentioned at Bid Data Sheet.
- 21.2 The envelopes shall:
- (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser at the address given in the **Bid Data Sheet**;
 - (c) bear the specific identification of this bidding process indicated in the **Bid Data Sheet**, the ITB title and number indicated in the **Bid Data Sheet**; and
 - (d) bear a statement "DO NOT OPEN BEFORE [date and time]" to be completed with the time and date specified in the Bid Data Sheet relating to ITT Sub-Clause 22.1.
- 21.3 If the envelope is not sealed and marked as required by ITT Sub-Clause 21.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Purchaser at the address specified in the **Bid Data Sheet** relating to ITT Sub-Clause 21.2 (b) no later than the time and date specified in the **Bid Data Sheet**.
- 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITT Sub-Clause 11.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the **Bid Data Sheet** pursuant to ITT Clause 22 will be rejected and returned unopened to the Bidder.
- 24. Modification and Withdrawal of Bids**
- 24.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser **prior to the deadline prescribed for submission of bids**.
- 24.2 The Bidder's modification shall be prepared, sealed, marked, and dispatched as follows:

- (a) The Bidder shall provide an original and the number of copies specified in the **Bid Data Sheet** of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" and "BID MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION."
 - (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITT Sub-Clauses 21.2 and 21.3.
- 24.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids. The notice of withdrawal shall:
- (a) be addressed to the Purchaser at the address named in the **Bid Data Sheet,**
 - (b) bear the specific identification of the bidding process (Contract name), the ITB title and ITB number, and the words "BID WITHDRAWAL NOTICE," and
 - (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.
- 24.4 Bids requested to be withdrawn in accordance with ITT Sub-Clause 24.3, shall be returned unopened to the Bidders.
- 24.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITT Clause 17. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITT Sub-Clause 18.8.

E. OPENING AND EVALUATION OF BIDS

25. Bid Opening

- 25.1 The bidder will submit the bid in two envelop system as stated in ITT Clause no. 21.1. Only the bidders who obtains the required qualifying score in technical evaluation, shall be eligible for financial evaluation.
- 25.2 The Purchaser will prepare a bid opening statement at the end of the opening session, for its internal record.

26. Clarification of Bids

- 26.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITT Sub-Clause 32.1.

27. Confidentiality

- 27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to the Bidders.

- 27.2 Any effort by the bidder to influence the Purchaser in the Purchaser bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 27.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

28. Evaluation of Bids

- 28.1 Purchaser's Sourcing Evaluation Committee (SEC) shall examine, evaluate and compare Bids that are responsive to the mandatory requirements of Bid Documents in order to identify the successful Bidder. Bids shall be examined and evaluated only on the basis of the criteria specified in the Bid Document.

29. Evaluation Process

- 29.1 The SEC may consider a Bid as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Bid Document.
- 29.2 **The evaluation process should begin immediately after Bid opening following the below steps.**
- (a) **Preliminary evaluation (Screening Session)**
 - (b) **Technical evaluation (QCBS method will apply, Technical score-60 out of 100).**
 - (c) **Financial evaluation (QCBS method will apply, Financial score-40 out of 100)**
 - (d) **Post-qualifications of the highest scoring bidder (s) in combined technical and financial evaluation.**

30. Preliminary Examinations

- 30.1 Compliance, adequacy and authenticity of the documentary evidences for meeting the qualification criterion specified in the corresponding section of the Bid document shall have to be preliminarily examined and verified. Preliminary evaluation (screening session) criteria will be as below:

Sl. No.	Required Evidence
1	Submission of tender document with duly signed by the bidder
2	Separate Bid Submission for Technical & Financial proposal
3	Submission of Legal Documents for both manufacturer and the appointed distribution agent (if any) <ul style="list-style-type: none"> a. Trade License/Certificate of Incorporation/Company Registration b. VAT Certificate, where applicable c. BIN/TIN Certificate/GST
4	Country of origin confirmation
5	Affidavit on financial Solvency for the agent (if any) and the manufacturer

6	Power of Attorney authorizing the signatory of the bid to commit the bidder
7	Bid Validity for 180 days, confirmed by the bidder
8	Five Years Manufacturing Experience documents
9	Comply with technical specification against section VII of ITB
10	Three years' experience in providing logistic services (warehousing, distribution, transportation) in Bangladesh or in a similar local environment for similar natures of goods
11	Proof of minimum production capacity = or >3 million tubes
12	Proof of minimum annual turnover = or >USD 400,000 or equivalent BDT in any one year of last three years

30.2 The SEC shall confirm that the above documents and information have been provided in the Bid and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the Bid shall be considered as non-responsive.

31. Technical Examinations & Responsiveness

31.1 Only those Bids qualifying preliminary examination need to be examined in this phase.

31.2 Technical evaluation will be conducted following QCBS (Quality and Cost Based Selection) method. The weightage of technical and financial score will be 60:40.

31.3 The SEC will examine the adequacy and authenticity of the documentary evidences of the bidders and its local part, which may follow the order below:

Technical Evaluation:		
1. Capacity Assessment		
i.	Quality Control Management	On-site Quality Management procedure
		Quality control laboratory facilities & services and range of tests conducted
ii	Production and Financial Capacity	Number of Contracts in Hand
		Annual Production Capacity
		Annual Turnover
		Average Working Capital
ii i.	Reputation and Past Performance History	Contract with UN or similar organization
		Performance Certificate
2. Capacity Assessment for Distribution Services		

i.	Distribution reputation and past performance history in BD	Number of Supply Contract with UN/INGO in BD & financial capacity for management of local part of the contract
ii	Warehouse Management in BD	Warehouse Location & maintenance of store lubricants as per WHO or equivalent guidelines
ii i.	Distribution Management in BD	Existing Distribution channel/Distribution Plan

31.4 Minimum qualifying score for technical evaluation is 70% out of total technical score (60) for a bidder (s) to be eligible for financial evaluation.

31.5 The Purchaser may visit the premises of the Bidder and/or its local part as a part of the technical examination process.

32. Correction of Errors

- 32.1 Arithmetical errors will be rectified as follows:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail.
 - If there is a discrepancy between subtotals and the total price, the total price shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words will prevail.
 - If a Bidder does not accept the correction of errors, its bid will be rejected.

33. Conversion to Single Currency

- 33.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to either:
- the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country. **Or**
 - a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.
- 33.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.

34. Financial Evaluation of Bid

- 34.1 The Purchaser's evaluation of a bid will exclude and not take into account:

- (a) in the case of Goods of foreign origin offered from abroad, customs duties and other similar import taxes that will be payable on the Goods if the contract is awarded to the Bidder; and
- (c) any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.

34.3 The SEC shall compare all responsive Bids by analysing the competitiveness of **supply and distribution price** to determine the highest scoring Bid, as stated under ITT Clause 34.

Financial evaluation	
a.	Price competitiveness for Supply of Water based Lubricating Gels
b.	Price competitiveness for Distribution of Water based Lubricating Gels

34.4 In the extremely unlikely event that there is a tie for the highest scoring bids, the bidder with the superior past performance with the Purchaser shall be selected, whereby factors such as delivery period, quality of Goods delivered, and performance in the previous contract with the client or with other national / international organizations could be taken into consideration.

34.5 In the event that there is a tie for the scoring and none of the Bidders has the record of past performance with the Purchaser, then the Bidder shall be selected, subject to firm confirmation through the Post-qualification process described in ITT Clause 35, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.

35. Post-qualification

35.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the highest scoring bid, is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITT Sub-Clause 7.1 and any additional post-qualification criteria stated in the **Bid Data Sheet**.

35.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITT Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate.

35.3 The Purchaser shall contact the references given by Bidders about their previous Supply experiences to verify, if necessary, statements made by them in their Bid and to obtain the most up-to-date information concerning the Bidders.

35.4 The Purchaser may visit the premises of the Bidder as a part of the post-qualification process, if practical and appropriate, to verify information contained in its Bid. The objective of any visit shall be limited to a general and visual inspection of the Bidder's facilities and its plant and equipment, and there shall be no discussion concerning the Bid or its evaluation with the Bidder during such visit (s).

- 35.5 An affirmative post-qualification determination will be a prerequisite for award of the contract to the highest scoring bidder. In the event that the Bidder with highest scores fails the post-qualification, the Purchaser shall make a similar determination for the Bidder offering the next highest scoring bid and so on from the remaining responsive Bids, provided that,
- (a) such action shall only be taken if the evaluated costs of the Bid under consideration are acceptable to the Purchaser;
 - (b) when the point is reached whereby the evaluated costs of the remaining responsive Bids are significantly higher than that of the official estimate, or the market price, the Purchaser may take action and may proceed for re-bidding, using a revised Bid Document designed to achieve a more successful result.

F. AWARD OF CONTRACT

- 36. Award Criteria** 36.1 Pursuant to ITT Clauses 31 and 34, the Purchaser will award the Contract to the Bidder whose bid has been determined to be the Highest Scored bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITT Clause 35.
- 37. Purchaser's Right to Accept Any Bid and to Reject Any / All Bids** 37.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
- 38. Purchaser's Right to Vary Quantities at Time of Award** 38.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Final volume or quantity of the purchase as per the schedule of the contract may also vary as indicated in the **Bid Data Sheet**.
- 39. Notification of Award** 39.1 Prior to the expiration of the period of bid validity and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Purchaser will notify the successful Bidder in writing to be subsequently confirmed in writing that its bid has been accepted.
- 39.2 The Notification of Award shall be accepted in writing by the successful Bidder within seven (7) working days from the date of issuance of NOA.
- 39.3 The successful bidder shall submit the copy of the regulatory approval from Directorate General of Drug Administration (DGDA) for manufacturing and / or import of lubricant, as applicable.
- 39.4 The notification of award will constitute the formation of the Contract. Until a formal contract is signed, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.

- 39.5 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITT Clause 40, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITT Clause 18.
- 39.6 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

40. Performance Security

- 40.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract. The Performance Security shall be in the form of irrevocable Bank Guarantee in the format available at Section V: Bid and Contract Form **shall be issued by an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable.**
- 40.2 Failure of the successful Bidder to comply with the requirement of ITT Sub-Clause 40.1 shall constitute sufficient grounds for the annulment of the award, in which event the Purchaser may make the award to the next highest scored bidder or call for new bids.
- 40.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 40.4 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 40.5 If under any circumstances date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations is to be extended, the Performance Security shall correspondingly be extended for the extended period.

41. Authenticity of performance Security

- 41.1 The Purchaser shall verify the authenticity of the Performance Security submitted by the successful Bidder by sending a written request to the branch of the bank issuing irrevocable Bank Guarantee in specified format.
- 41.2 If the Performance Security submitted under ITT Clause 40.1 is not found to be authentic, the Purchaser shall proceed to take measures against the Bidder in accordance with ITT Sub-clause 40.2.

42. Signing of Contract

- 42.1 At the same time as the Purchaser issues the Notification of Award, the Purchaser shall send the draft Contract Agreement and all documents forming the Contract to the successful Bidder
- 42.2 Within twenty-eight (28) days of the issuance of Notification of Award, the successful Bidder and the Purchaser shall sign the contract provided that the Performance Security submitted by the Bidder is found to be genuine
- 42.3 If the successful Bidder fails to provide the required Performance Security, as stated under ITT Clause 40 or to sign the Contract ,

as stated under ITT Clause 42, the Purchaser shall proceed to award the Contract to the next highest scored bidder, and so on, by order of ranking or call for new bid pursuant to clause 35.5.

SECTION II. BID DATA SHEET

Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics and under lined mentioned for the relevant ITT clauses.

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Bidders			
	A. GENERAL			
ITT 1.1	Name of Purchaser: Executive Director icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212 or his or her authorised representatives or nominees			
ITT 1.2	The Grant number, ITB no. and name of the Tender are: Grant no. BGD-H-ICDDRB-2464 ITB No. ITB No. icddr,b/SCM/OTM/2024/4, dated 18 April 2024 Name of tender: Supply and Distribution of Water based Lubricating Gel Scope of tender: Supply and Distribution of 3.47 million pcs of water-based lubricating Gel in tubes up to the SC level as per icddr,b approved name and foil design. Purchaser reserve the right to change the quantity based on the actual requirement during the implementation of the project.			
ITT 2.1	Project Name: "Continuation and Scale Up of HIV Prevention and Treatment Services for Key Populations in Bangladesh"			
ITT 5.1	Eligible source countries: All countries except the state of Israel			
ITT 6.4	Successful Bidder is required to obtain and comply with regulatory requirements of the purchaser's country. The supplier/bidder who has already registered its Goods by the time of bidding shall submit a copy of the Registration Certificate along with its bid. In case the goods have not been registered before the bid submission, the successful bidder shall submit the NOC from the relevant authority before the delivery of the goods.			
ITT 7.1 (a)	Please ensure the following documents are attached with technical proposal:			
	Sl	Documents	Document for Manufacturer	Document for Distributor/Importer
	1	Legal Documents	Company registration/Trade license	Company registration/Trade license
			Tax Identification/GST	Tax Identification
			VAT registration, where applicable	VAT registration
			Country of Origin declaration	Country of Origin declaration
			affidavit confirming that the Bidder is solvent	affidavit confirming that the Bidder is solvent
			Written power of attorney authorizing the signatory of the bid to commit the Bidder	Written power of attorney authorizing the signatory of the bid to commit the Bidder

		*For foreign Manufacturer: Certificate of competent authority of that country of which the bidder is citizen.	*Manufacturer Authorization Letter for Specific this Bid
2	Experience Documents	Production capacity supported by Documentary evidence	Production capacity evidence endorsed by manufacturer
		Five years manufacturing experiences supported by supply record (ref: 8. Proforma for performance statement)	Three years supply/distribution experience supported by supply record
3	Commitment in hand	List of current contracts supported by order/contracts copy	List of current contracts supported by order/contracts copy
4	Financial Documents	Annual Report/audit report for the last three fiscal years	Audited financial statements
5	Performance History	Performance certificate from the major buyer in its letterhead	Performance certificate/history from the major buyer in its letterhead
6	Quality Control	Documentary evidence for on-site QC Facility	Quality control document for Lubricant (e.g. Third-party QC report / Certificate of Analysis by Manufacturer)
		Types of Test conducted for Finish product supported QC report	
7	Warehouse Management	Size, Location and safety Facility	Size, Location and safety facility
		Documentary evidence for complying with WHO guideline or equivalent warehouse for Health product	Documentary evidence for complying with WHO guideline or equivalent warehouse for Health product
8	Distribution	Details of Distribution channel, execution plan and mode of transportation to be offered	Details of Distribution channel, execution plan and mode of transportation to be offered
		Safety and security measure	Safety and security measure
9	Other Documents	As per section I, section II, section V	As per section I, section II, section V

**** Please ensure:**

- 1. If Bidder is the manufacturer and the distributor, they must comply all related documents applied for both manufacturer and the distributor.**
- 2. If bidder acts on behalf of any manufacturer as distributor/importer, individual documents for both entities shall comply.**

B. THE BIDDING DOCUMENTS

ITT 10.1	For the purpose of providing Bid documents and their clarification, Purchaser's address is:
ITT 10.5	<p>Attention: Director, Supply Chain & Facilities Management Address: icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212.</p> <p>Telephone: +880 (0)2-2222-77001 to 10 Facsimile number: (+88 02) 9827075, 9827077 Electronic mail address for bid submission: tender@icddrb.org For tender clarification: tenderquery@icddrb.org</p> <p>Online Pre-bid meeting will be held on 24th April 2024 at 3:00 PM (GMT+6). Please confirm your participation through email (above mentioned) within 23rd April 2024 (CoB). Microsoft Teams Join the meeting now Meeting ID: 423 588 222 456 Passcode: wgFqy5</p>

C. PREPARATION OF BIDS

ITT 12.1	The language of all correspondence and documents related to the bid is English .
ITT 15.2 (a) (b)	Prices for Goods shall be quoted as: DDP. The SC shall be as per Annex- A: List of distribution sites .
ITT 15.3	Prices quoted by the Bidder shall be fixed for entire contract period .
ITT 16.1 (a)	Bidder's supplying goods from outside the purchaser's country shall quote prices in USD and shall receive payment in USD.
ITT 16.1 (b)	Bidder's supplying goods within the purchaser's country shall quote prices in BDT and shall receive payment in BDT.
ITT 17.1	The Bid validity period shall be 180 (one hundred Eighty) days after the deadline of bid submission, as specified in ITT Clause 22.
ITT 18.1	No bid security will be required for participating in the bidding process.
ITT 20.2	Required number of copies of the bid: One original (in hard) and one soft copy in PDF in the form of google doc link email to tender@icddrb.org ;

D. SUBMISSION OF BIDS

ITT 21.1 (b)	Password for soft copy of the financial offer should be sent to email id mirza.masud@icddrb.org
ITT 21.2 (b)	For Tender submission purposes only, the Purchaser's address is: Attention: Director, Supply Chain Address: icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212.
ITT 22.1	The deadline for the submission of Tenders is: Time & Date: 06th May 2024; 2:30 PM Address: Chiller Building icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212.
ITT 24.1	No bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

ITT 25.1	The Tender opening shall take place at: Venue: Chiller Building SCM Room Conferences Address: icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212. Time & Date: 06th May 2024; 3:00 PM
ITT 33.2	For evaluation and comparison purpose, the SEC shall convert all Bid prices expressed in the amounts in various currencies into an amount in USD / BDT on the grant currency rate.
ITT 31.4, ITT 35	The Purchaser may visit Manufacturer /Local Agent office before signing of Contract.

F. AWARD OF CONTRACT

ITT 38.1	Percentage for increase or decrease of quantity of Goods either during contract award or during the execution of the signed contract: 25% (twenty five percent) or as per the actual requirement, whichever is higher.
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SECTION III. GENERAL CONDITIONS OF CONTRACT

- 1. Definitions** 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form for duration as specified **in the SCC**, signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "Day" means calendar day.
 - (d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.
 - (e) "Eligible Country" means the countries and territories eligible for participation in procurements in People's Republic of Bangladesh
 - (f) "End User" means the organization(s) where the goods will be used, as **named in the SCC**.
 - (g) "GCC" means the General Conditions of Contract contained in this section.
 - (h) "The Goods" means all of the pharmaceuticals and chemicals forming part of the water based lubricating gel to be used to lubricate male latex condoms that the Supplier is required to supply to the Purchaser under the Contract.
 - (i) "The Purchaser" means the organization purchasing the Goods, as **named in the SCC**.
 - (j) "The Purchaser's country" is the country **named in the SCC**.
 - (k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser's country in accordance with the Applicable Law.
 - (l) "SCC" means the Special Conditions of Contract.
 - (m) "The Services" means those services ancillaries to the supply of the Goods, such as storage, distribution, transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (n) "The Site", throughout these bidding documents, where applicable, means the place or places **named in the SCC**.

- (o) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as **named in the SCC.**
- (p) "Writing" means any type-written, or printed communication, including e-mail, telex, cable, and facsimile transmission.
- 2. Application** 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.
- 3. Country of Origin** 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the People's Republic of Bangladesh, as further **elaborated in the SCC.**
- 3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.
- 4. Standards and Specifications** 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications as well as **SCC** and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 5. Use of Contract Documents and Information; Inspection and Audit by the Purchaser** 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser or the Global Fund to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the above, if so required.
- 6. Certification of Goods in Accordance with Laws of the** 6.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Purchaser's country in case of local manufacturers; otherwise No Objection Certificate (NOC) during import of goods by the Local Agent is required.

**Purchaser's
Country**

6.2 Unless otherwise specified in the SCC, the Contract shall become effective on the date ("the Effective Date") when both the party has signed the contract.

6.3 If thirty (30) days, or such longer period **specified in the SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 6.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.

7. Patent Rights

7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

**8. Performance
Security**

8.1 Within Seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in the SCC**.

8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

8.3 The performance security shall be denominated in the currency of the Contract, and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Bidding Documents or another format acceptable to the Purchaser;

or

(b) a cashier's or certified check.

8.4 If under any circumstances date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations is to be extended, the Performance Security shall correspondingly be extended for the extended period.

8.5 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

8.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than forty-five (45) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC**.

**9. Inspections
and Tests**

9.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes. The supplier shall submit the in-house Certificate of Analysis issued by/from the supplier factory for each production lot / batch.

- 9.2 The Purchaser may contest the test report submitted by the supplier. The Purchaser may reject the whole lot (s) or part of the supplied goods, if there is any reasonable doubt raised about the quality of the products through physical inspection by purchaser, field report, and from any other source.
- 9.3 The Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 9.2 above conducted before shipment or at ultimate destination, whether based on product or packing grounds, a sample drawn jointly by the Supplier and Purchaser or his or her representative and authenticated by both, will be forwarded for umpire analysis within four weeks of the time the Supplier contests to an independent agency mutually agreed by the Purchaser and Supplier. The umpire's finding, which will be promptly obtained, will be final and binding on both parties. The cost of umpire analysis will be borne by the losing party.

10. Packing

- 10.1 The Supplier shall provide such packing of the Goods (CE standard) as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

11. Delivery and Documents

- 11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC.**
- 11.2 For purposes of the Contract, "DDP," "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 11.3 Documents to be submitted by the Supplier are **specified in the SCC.** *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.

12. Insurance

- 12.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

13. Transportation

- 13.1 Where the Supplier is required under the Contract to transport the Goods DDP to a specified place of destination within the Purchaser's country, defined as the Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier at its own cost.

14. Incidental Services

- 14.1 The Supplier shall provide such incidental services, if any, as are **specified in the SCC.**
- 14.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

15. Warranty

- 15.1 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Supplier further warrants that all Goods supplied under the Contract will have remaining a minimum shelf life as mentioned in the **Section VII: Technical specification of the goods.**
- 15.2 The Purchaser shall have the right to make claims under the above warranty for three months after the Goods have been delivered to the final destination indicated in the Contract. Upon receipt of a written notice from the Purchaser, the Supplier shall, with all reasonable speed, replace the defective Goods without cost to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective Goods once the replacement Goods have been delivered.
- 15.3 In the event of a dispute by the Supplier, a counter analysis will be carried out on the manufacturer's retained samples by an independent neutral laboratory agreed by both the Purchaser and the Supplier. If the counter analysis confirms the defect, the cost of such analysis will be borne by the Supplier as well as the replacement and disposal of the defective goods. In the event of the independent analysis confirming the quality of the product, the Purchaser will meet all costs for such analysis.
- 15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period **specified in the SCC**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
- 15.5 **Recalls.** In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.
- 15.6 Performance Security under GCC Clause no 8 shall only be released after the lapse of the warranty period at the end of contract period, provided that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

(a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect. For example, a ball pen that does not write is patently defective.

(b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is "hidden" or one that is not immediately determinable. For example, a ball pen that writes 0.75 kilometers instead of the expected 1.5 kilometers has a latent defect.

16. Payment

- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, as indicated in the **SCC** after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in the SCC**.

17. Prices

- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in the SCC** or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:
- (a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
 - (e) mode of payments
- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within **thirty (30)** days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

- 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Renewal of the contract

- 20.1 The contract may be renewed as per the mutual agreement between the Purchaser and the Supplier for the duration specified in the **SCC**.

- 21. Assignment** 21.1 The Supplier shall not assign, in whole or in part, its obligations to any other party to perform under this Contract, except with the Purchaser's prior written consent.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC**. Once the maximum is reached, Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default** 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Goods do not meet the Technical Specifications stated in the Contract; or
- (c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.
- (d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
- (e) if the Supplier fails to perform any other obligation(s) under the Contract.

- 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, exceptional economic events and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency**
- 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience**
- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 Any of the following circumstances may constitute sufficient grounds to terminate a contract for conveniences:
- (a) If physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Purchaser;
 - (b) The Purchaser has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, change in laws and government policies;
 - (c) Funding for the contract has been withheld or reduced;
 - (d) Any circumstances analogous to the foregoing.

27.3 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect any one of the followings at its sole discretion:

- (a) to have any portion completed, packed, where required quality test done but not ready for shipment within 30 days of the notice of termination are to be delivered and paid at the Contract terms and prices; or
- (b) to cancel the remainder and pay to the Supplier an agreed compensation amount for completed/partially completed Goods and Services only.

The purchaser shall not be liable for any of the remaining materials in the form of raw ingredients, semi-finished materials, tools, equipment, services etc. procured by the supplier for executing the said contract other than those mentioned above.

28. Procedure for Termination of Contract

28.1 The following provisions shall govern the procedures for termination of this contracts stated under GCC clause 24, 26 and 27:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Purchaser shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon review, the Purchaser shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

- (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and special instructions of the Purchasers, if any;

29. Settlement of Disputes

29.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

29.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

29.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

29.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

- 29.5 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 30. Limitation of Liability** 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 31. Governing Language** 31.1 The Contract shall be written in the language **specified in the SCC**. Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
- 32. Applicable Law** 32.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in the SCC**.
- 33. Notices** 33.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing to the other party's address **specified in the SCC**.
- 33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 34. Taxes and Duties** 34.1 A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Purchaser's country.
- 35. Good Faith** 35.1 Both Purchaser and Supplier undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

SECTION IV. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (a)	Duration of the contract will be from the date of contract signing up to 36 months. The contract may be further extended subject to the availability of fund and satisfactory performance of the supplier.
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GCC 1.1 (f)	The end user is: SC as per Annex-A
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GCC 1.1 (i)	The Purchaser is: icddr,b
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GCC 1.1 (j)	The Purchaser's country is: Bangladesh
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GCC 1.1 (n)	SC located in approximately 66 locations under 23 districts (list of sites/location attached as Annex-A); the number and location of the distribution places may vary depending on the actual requirement.
-------------	--

GCC 1.1 (o)	The Supplier is: [Name of Supplier]
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3. Country of Origin (GCC Clause 3)

GCC 3.1	There are no Special Conditions of Contract applicable to GCC Clause 3 except Israel.
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4. Standards (GCC Clause 4)

GCC 4	Lubricant supplied under this contract must meet Product Technical Specifications as outlined in Section VII of this bid document.
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5. Certification of Goods in accordance with Laws of the Purchaser's Country (GCC Clause 6)

GCC 6.1	Product Registration Certification from the relevant authority shall be obtained. In case the goods have not been registered before the bid submission, the successful bidder shall submit the NOC from the relevant authority before the delivery of the goods.
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GCC 6.2	The Effective Date of the Contract is the date the Contract Form is signed by the successful bidder and the Purchaser.
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GCC 6.3	The time period shall be 30 days.
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8. Performance Security (GCC Clause 8)

GCC 8.1	The Performance Security shall be 5% of the Total Contract Amount
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9. Inspections and Tests (GCC Clause 9)

GCC 9.1	In addition to Special Conditions of Contract applicable to GCC Clause 9.1, the following tests and inspection requirements are to be fulfilled: All compliance testing and requirements will be as per Product Technical Specifications outlined in Section VII. The costs of conducting the quality control testing shall be borne by the Supplier. The cost of the subsequent testing by any third-party QC laboratories at any stages of the grant period shall also be borne by the Supplier in case of rejection of goods.
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	The successful bidder shall submit the QC report (Certificate of analysis) of each lot / batch of lubricant to the purchaser. Upon acceptance of the QC report by the purchaser, the successful bidder will be allowed to distribute the goods in the designated locations (Annex-A).
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10. Packing (GCC Clause 10)	
GCC 10.2	Additional requirements are indicated in the Section VII, Technical Specifications.
11. Delivery and Documents (GCC Clause 11)	
GCC 11.1 & 11.3	<ul style="list-style-type: none"> The purchaser will initiate Purchase Order (PO) in favour of the successful supplier based on the programme requirement or at mutually agreed cycle. icddr,b will do the monitoring as and when required including necessary approval in design, packaging, plan, etc. The purchaser will share distribution plan of lubricant with the successful supplier after receipt of "Accepted" QC report from the supplier's QC lab. icddr,b reserves the right to oversee the storage, distribution and quality assurance related issues at both the supplier and receivers' end, and provide technical advice if needed or perceived by icddr,b based on which the supplier will be accountable to act. Lubricant shall be delivered to the identified SCs (Annex-A) as per the agreed schedule. Upon delivery of the Goods, the Supplier shall submit the following document to the Purchaser: <ul style="list-style-type: none"> One copy of delivery note (Challan) duly sealed and signed by the SCs as mentioned in GCC1.1 (n) showing the final destination along with Goods' description, quantity as stated in the Contract. Copy of purchase order Invoice, mentioning the quantity, unit price, and the total value of the shipment delivered. Shipping documents, comprises of commercial invoice, packing list with information of batch no, date of manufacturing and expiry of the products, Bill of lading, country of origin certificate and any other documents deemed necessary and relevant.
12. Insurance (GCC Clause 12)	
GCC 12.1	For the Supplier, the liability of the Goods will be limited up to delivery of the goods to the SC points detailed by Purchaser while ensuring proper storage of lubricant in its own warehouses before delivery to purchasers as per "Standard Guidelines for Proper Storage of Health Commodities".(Annex-B)
14. Incidental Services (GCC Clause 14)	
GCC 14.1	Incidental services to be provided are: The Supplier shall provide all necessary licenses and permissions for use of the Goods in the Purchaser's country that may be required for the Goods. The cost shall be deemed included in the Contract Price.
15. Warranty (GCC Clause 15)	
GCC 15.4	The period of replacement of defective goods is: 06 (six) weeks
16. Payment (GCC Clause 16)	
GCC 16.1 & 16.3 & 16.4	Payment for Goods and Services supplied shall be made in BDT / USD as appropriate through account payee cheque or wire transfer respectively within 30 (thirty) days from the date of submission of invoice along with acceptance of quality and quantity of lubricants certified by icddr,b and handing over to the SCs.
17. Prices (GCC Clause 17)	
GCC 17.1	Prices shall be fixed for the duration of the Contract that is up to 36 months from the date of signing. However, in case of increase of demand, the price

	will be revised through amicable discussion between the purchaser and the supplier. Global market trend, inflation of the purchaser's country as declared by its Central Bank shall be taken into consideration for price review. In case of fixation of price for extended period of contract, same procedure will be followed.
18. Change Orders (GCC Clause 18)	
GCC 18	There is no Special Conditions of Contract applicable to GCC Clause 18. But the place of delivery may vary based on project requirements.
20. Renewal of Contract (GCC Clause 20)	
GCC 20	Duration of Renewal will be subject to GCC Clause 1.1a and GCC Clause 17.1.
23. Liquidated Damages (GCC Clause 23)	
GCC 23.1	0.5% (One half percent) of undelivered goods per week subject to a maximum of 10% (ten percent) of the Contract price
29. Settlement of Disputes (GCC Clause 29)	
GCC 29.2.2	In the case of a dispute between the Purchaser and a Supplier which is a national of the Purchaser's country as of local agent/distributor, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bangladesh.
31. Governing Language (GCC Clause 31)	
GCC 31.1	The governing language shall be English .
32. Applicable Law (GCC Clause 32)	
GCC 32.1	The Contract shall be interpreted in accordance with the laws of Bangladesh.
33. Notices (GCC Clause 33)	
GCC 33.1	<p>[Purchaser's address] icddr,b 68, Shaheed Tajuddin Ahmed Sarani Mohakhali, Dhaka-1212</p> <p>[Supplier's address for notice purposes will be inserted at the time of contract signing]</p>

SECTION V. BIDS AND CONTRACT FORMS

Notes to Bidders on the Preparation of Sample Forms

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. In its bid, the Bidder **MUST** use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing pursuant to RFP Clause 10.

The Purchaser has provided explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets.

In preparing its bid, the Bidder **MUST** ensure all such information is provided and that the typographical aides are removed.

BIDS AND CONTRACT FORMS

1. Bid Form
2. Price Schedule for Goods offered from abroad (To be Imported)
3. Price Schedule for Goods offered from Purchaser country
4. Bid Security Form
5. Form of Contract Agreement
6. Performance Security /Bank Guarantee
7. Manufacturer's Authorization Form
8. Proforma for Performance Statement
9. Specifications Submission and Compliance Sheet

1. Bid Form

Date: [insert: date of bid]

ITB No: icddr,b/SCM/OTM/2024/4

ITB name: Supply & Distribution of Water-based Lubricating Gel

To:

.....

.....

Bangladesh

Dear Sir:

Having examined the Bidding Documents, including Addenda Nos [insert **numbers**], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract Package and Lot No. in full conformity with the said Bidding Documents for the sum of:

[insert: **amount of currency** [insert: **amount of currency**
in words] **in figures**]

(hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this bid, and to contract execution if we are awarded the Contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We certify/confirm that we comply with the eligibility requirements as per bid data sheet of the bidding documents.

Dated this [insert: **number**] day of [insert: **month**], [insert: **year**].

Signed: _____

Date: _____

In the capacity of [insert: **title or position**]

Duly authorized to sign this bid for and on behalf of [insert: **name of Bidder**]

2. Price Schedule for Goods offered from abroad (to be imported)

Name of the Bidder _____

Page of _____

ITB No: icddr,b/SCM/OTM/2024/4

Date_: 18 April 2024_____

ITB name: Supply & distribution of Water-based lubricating Gel

1	2	3	4	5	6	7	8	9	10
Product	UOM	Quantity Offered	Cost Component (in %)	Unit Prices in USD (DDP)	Total Price (3X5) USD	Local Agent's Commission as a % of unit Price	H S Code	Name of Manufacturer	Country of Origin
Lubricating gel (supply)	Each		Raw material cost:						
			Active ingredients:						
			Excipients:						
			Production cost						
			Packing cost						
			Other overhead (if any)						
Lubricating gel (distribution)	Each		Host country distribution cost (Warehousing, distribution, transportation)						
			Export country distribution cost (Warehousing, distribution, transportation)						

Note:

(i) For column 6, in the case of discrepancy between unit price and total price, the unit price shall prevail.

(ii) DDP: "Delivered Duty Paid"

Total Bid Price:

USD:

In figures:

In words:

Supply and distribution of Lubricant



icddr,b Supply Chain

3. Price Schedule for Goods offered from Purchaser country (Bangladesh)

Name of the Bidder _____

Page of _____

ITB No: icddr,b/SCM/OTM/2024/4

Date_: 18 April 2024_____

ITB name: Supply & distribution of Water-based lubricating Gel

1	2	3	4	5	6	7	8	9
Product	UOM	Qty Offered	Cost component in %	Unit price (BDT) (DDP)	Total Price per Item (BDT) (3X5)	Sales and other Taxes Payable if Contract is awarded	Name of Manufacturer	Local input in the cost as a % of DDP price in column 5
Lubricating gel (supply)	Each		Raw material cost:					
			Active ingredients:					
			Excipients:					
			Production cost					
			Packing cost					
			Other overhead (if any)					
Lubricating gel (distribution)	Each		Distribution Cost (Warehousing, distribution, transportation)					

Note:

- (i) For column 6, in the case of discrepancy between unit price and total price, the unit price shall prevail.
- (ii) DDP: " Delivered Duty Paid"

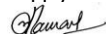
Total Bid Price:

BDT:

In figures:

In words:

Supply and distribution of Lubricant



icddr,b Supply Chain

4. Form of Contract Agreement

(sample for indicative purpose only)

THIS CONTRACT AGREEMENT is made on the [insert: **number**] day of [insert: **month**], [insert: **year**].

BETWEEN

(1) _____
(hereinafter called "the Purchaser")

(2) [insert: **name of Supplier**], a corporation incorporated under the laws of [insert: **country of Supplier**] and having its principal place of business at [insert: **address of Supplier**] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., supply and distribution of lubricant as stated in the schedule of requirements and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: **contract price in words and figures**] (hereinafter called "the Contract Price") under the following terms and conditions:

- a. Supplier shall ensure the timely supply of the goods to the designated locations as per purchaser's requirement.
- b. Supplier shall ensure the proper documentation in the Goods Receiving Procedures prescribed by the purchaser.
- c. The Supplier will be required to submit invoices in triplicate for the goods delivered along with signed challan. The payment for Goods and Services supplied shall be made in USD/BDT as applicable through wire transfer/cheque within thirty (30) days upon submission of invoice along with acceptance of quality and quantity of condoms certified by icddr,b and handing over to the SCs. Bills will not be processed and accepted without all the recipients' signed delivery challans.
- d. icddr,b will review and analyze the Certificate of Analysis (COA) submitted by the Supplier after production. If no response comes within 7 days, it will be considered as accepted. If any dispute arises, the test will be conducted any third country Lab and cost of testing will be borne by purchaser, if the test result conforms by manufacturer test report. However, if the third-party test report fails to conform with the manufacturer's QC report, the goods (Lubricant) under the questionable lot (s) shall be rejected by the purchaser and all cost related with QC test and re-production and re-shipment shall be borne by the supplier.
- e. The decision of icddr,b will be final in case of any dispute arises between Supplier, and the icddr,b regarding this Bid and performance of the contract thereof.
- f. Supplier will be fully liable for all the risks for carrying goods from warehouse to warehouse. To cover such risks supplier shall be required to take 100% insurance coverage.
- g. In case of theft/breakdown of the hired truck, the supplier must make timely alternative arrangement for the services at his own cost. In case of failure to make an alternative arrangement, the supplier shall forego transportation charges and penalty will be imposed at a rate double the amount of the transportation charges or as decided

by icddr,b. This will be recovered from the security deposit and outstanding bill if any. However, penalty will not be imposed if normal operation of vehicle cannot be made due to civil commotion, and such other situation beyond the control of the owner/contractor.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) The Signed Contract Agreement
 - (b) The Purchaser's Notification of Award
 - (c) The Bid and appendices to the Bid
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) Technical Specifications
 - (g) Schedule of Requirement
 - (h) The Supplier's bid and original Price Schedules
 - (i) *[Add here: **any other documents stated at SCC**]*
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

For and on behalf of the Purchaser:

Signed:

in the capacity of *[insert: **title or other appropriate designation**]*

date:

in the presence of _____

For and on behalf of the Supplier

Signed:

in the capacity of *[insert: **title or other appropriate designation**]*

date:

in the presence of _____

5. Performance Security Bank Guarantee

Date: [insert: date of bid]

Supply & Distribution of Water-based Lubricating Gel

To:

Dear Sir or Madam,

We refer to the Contract Agreement ("the Contract") signed on [insert: **date**] between you and [insert: **name of Supplier**] ("the Supplier") concerning the supply and delivery of [insert: **a brief description of the Goods**] in accordance with the authority of your Notification of Award to the supplier dated (insert: date). Furthermore, We (name of Bank) understand that, according to your conditions, Contracts must be supported by a performance guarantee.

By this letter we, the undersigned, [insert: **name of bank**], a bank (or company) organized under the laws of [insert: **country of bank**] and having its registered/principal office at [insert: **address of bank**], (hereinafter, "the Bank") do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [insert: **amount in numbers and words**]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

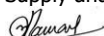
No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____ Common Seal of the Bank.

Supply and distribution of Lubricant



icddr,b Supply Chain

6. Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)

To:

WHEREAS [*insert: name of the manufacturer*] (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of [*insert: name and/or description of the Goods requiring this authorization*] (hereinafter, "Goods") having production facilities at [*insert: address of factory*] do hereby authorize [*insert: name and address of Bidder*] (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against RFP no.for supply of _____ [Name of the item].

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract with respect to the Goods offered by the above firm.

For and on behalf of the Manufacturer

Signed: _____

Date: _____

In the capacity of [*insert: title, position, or other appropriate designation*] and duly authorize to sign this Authorization on behalf of [*insert: name of manufacturer or producer*]

7. Proforma for performance statement

Order Placed By (Name and full address of the Purchaser)	Order No. and Date.	Description and Quantity of ordered of similar items	Value of Order	Date of Completion of Delivery		Remarks (indicating reasons for late delivery, if any)	Was the supply of similar forms satisfactory? (Attach a certificate from the Purchaser/Consignee)
				As per Contract	Actual		
MAJOR CONTRACTS ALREADY EXECUTED IN LAST 10 YEARS:							
CONTRACTS IN HAND (COMMITMENT)							

Name of Bidder: -----
 Signature and
 Seal of the Bidder: -----

8. Specification Submission and Compliance Sheet
(TO BE FILLED UP BY THE BIDDER)

Name of Bidder _____ Page of ____

ITB No. _____ Date _____

ITB Name: Supply & distribution of Water-based Lubricating Gel

Sl.	Description	Specification
1.0 General Requirement		
1.1	Material description	
1.2	Product Composition	
1.3	Microbial Limits (Bacterial and Fungal)	
1.4	Shelf Life	
2.0 Performance Requirement		
2.1	Visible Defects	
2.2	Package Seal Integrity	
3.0 Design Requirement		
3.1	Acidic Neutrality: PH @ 25° C	
3.2	Viscosity (Brookfield LV4 Spindle, 12 RPM @ 25°C)	
3.3	Specific Gravity	
3.4	Odour	
3.5	Flavour and Fragrance	
3.6	Color	
3.7	Amount of lubricating gel per tube	
3.8	Tube design	
3.9	Tube Material	
3.10	Tube diameter	
3.11	Tube Length	
3.12	Information on Tube	
4.0 Packaging Requirement		
4.1	Exterior Carton Material for shipping	
4.2	Exterior Cartoon Marking	

Signature:

Name:

In the capacity of:

Duly authorized to sign the Tender for and on behalf of the Tenderer

SECTION VI. SCHEDULE OF REQUIREMENTS

Description	Total quantity	2024	2025	2026
Supply and distribution of Lubricant [Brand: project approved name and foil design] up to the Service Center (SC) level	3,470,000 tubes	1,130,000	132,0000	102,0000

SPECIAL NOTES:

1. Goods shall be transported in such a way that the integrity of the material of the goods is not negatively affected due to jerking or mishandling during loading and unloading of the goods and that storage conditions are maintained e.g. dry, well –ventilated covered carriers avoiding direct sunlight. Every precaution shall be taken to minimize the risk of theft and fraud.
2. The requirements mentioned at the schedule is an approximate quantity. Purchaser reserve the right to change the quantity of the requirements up to any amount based on the actual requirement during the implementation of the project.

SECTION VII. TECHNICAL SPECIFICATIONS OF WATER-BASED LUBRICATING GEL

Specification Description		Requirements
1.0 General Requirement		
1.1	Material description	A clear colorless colloidal viscous solution
1.2	Product Composition	a. Glycerin b. Carboxyvinyl polymer c. Hydroxyethyl cellulose d. Sodium CMC e. Triethanolamine f. Distil water etc. Or any other National / International Drug Regulatory Authority approved water-based composition.
1.3	Microbial Limits (Bacterial and Fungal)	100 CFU/gm
1.4	Shelf Life	Minimum 2 Years. All the delivered products must have at least 75% of Shelf life on the date of delivery.
2.0 Performance Requirement		
2.1	Visible Defects	Critical Visible Defects: AQL 1% Non-Critical Visible Defects: AQL 3%
2.2	Package Seal Integrity	No Leakage
3.0 Design Requirement		
3.1	Acidic Neutrality: PH @ 25° C	7.0 to 8.0
3.2	Viscosity (Brookfield LV4 Spindle, 12 RPM @ 25°C)	8500 - 9500 Cps
3.3	Specific Gravity	1.0-1.1
3.4	Odour	Nil
3.5	Flavour and Fragrance	Light
3.6	Color	Translucent (Colorless)
3.7	Amount of lubricating gel per tube	20 gm
3.8	Tube design	As per purchaser's sample
3.9	Tube Material	Aluminium barrier laminated (ABL) Tube with Top Seal
3.10	Tube diameter	19 mm
3.11	Tube Length	112 mm ± 1%
3.12	Information on Tube	Following information must be imprinted or impressed in English on the tube: a. Manufacturer's Name: b. Batch no: c. LOT No: d. Date of Manufacture: Month and Year e. Date of Expiry: Month and Year f. Volume/Quantity: Following information must be imprinted or impressed in Bangla on the tube: a. Ingredients: b. Using Instructions: c. Safety Instructions: d. Cautionary Instructions:

4.0 Packaging Requirement		
4.1	Exterior Carton Material for shipping	Each tube should be inserted in honey comb carton. Exterior Packing Carton material should be 5 ply CFC (corrugated carton/fluted). The cartons shall be secured by adhesive scotch tapes at appropriate positions. Each Carton shall contain 200 tubes or as specified by the purchaser.
4.2	Exterior Cartoon Marking	<p>The following information shall be labeled on the exterior shipping cartons on two opposing sides in bold letters, clearly visible, at least 50 mm high with waterproof ink:</p> <ul style="list-style-type: none"> • generic name and trade name, if any • LOT identification number; • month and year of manufacture (including the words Date of Manufacture, Month, Year) in English and Bangla. The year shall be written as a four-digit number and the month as a two-digit number; • month and year of expiry (including the words Expiry Date, Month, Year) in English and Bangla. The year shall be written as a four-digit number and the month as a two-digit number; • name and address of manufacturer; • consignee's address in full; • number contained in the carton; • instructions for storage and handling; • gross weight of the carton (in kg); • purchase order number; • carton _____ of _____ and unique serial number. <p>The exact printing shall be agreed prior to the award of contract.</p>

Table 5: Critical Visible Defects for Lubricants

AQL 0.4%	
Defect	Description
Damaged Tube	The tube is distorted or holed for which lubricant contained in it may expose to contamination.
Missing Cap	Cap of the tube is missing.
Foreign Particles	Lubricant may contain foreign visible particles not mentioned in the composition.
Missing Marking & Info	Tube may be found without proper markings or information

Table 6: Non Critical Visible Defects for Lubricants

AQL 2.5%	
Defect	Description
Missing User Instruction	Lubricants may be found without user instruction
Missing Cautionary Instruction	Lubricants may be found without cautionary instruction

SECTION VIII. ANNEXURES

Annex-A: List of Service Centers (Distribution Sites)

Ser	District (# of SC established)	Location of Service Centers
1	Dhaka Metropolitan (9)	Dhamrai, Uttara, Jatrabari, Darussalam, Badda, Demra, Lalbag, Uttara, Shyampur
2	Gazipur (5)	Gazipur Sadar, Polly Biddut, Tongi, Maona, Kaliganj
3	Narayanganj (4)	Narayanganj Sadar, Rupgonj, Vulta, Shonargaon
4	Mymensingh (2)	Mymensingh Sadar, Iswargonj,
5	Kishoregonj (2)	Bhairab, Kishoreganj Sadar,
6	Sylhet Metropolitan (2)	Sylhet Sadar, Jaflong
7	Moulavibazar (3)	Moulavibazar Sadar, Sreemangal, Shayestaganj
8	Chittagong Metropolitan (4)	Halishahar, Muradpur, Sitakundu, Mireswarai,
9	Noakhali (2)	Noakhali Sadar, Begumganj,
10	B.Barua (3)	B. Barua Sadar, Ashuganj, Akahaura
11	Narshingdi (3)	Narshingdi Sadar, Pachdona, Baroicha
12	Munshiganj (2)	Munshiganj Sadar, Sirajdikhan
13	Cox'sbazar (2)	Cox's Bazar Sadar, Chokoria
14	Comilla (3)	Comilla Sadar, Companyganj, Titash
15	Chandpur (2)	Chandpur Sadar, Matlab
16	Tangail (3)	Tangail Sadar, Ghatail, Gorai
17	Faridpur (2)	Faridpur Sadar, Vanga
18	Rajshahi (2)	Rajshahi Sadar, Arani
19	Bogra (3)	Bogra Sadar, Sherpur, Adamdighi
20	Dinajpur (2)	Dinajpur Sadar, Hili
21	Khulna Metropolitan (2)	Khulna Sadar, Khalishpur
22	Satkhira (2)	Satkhira Sadar, Shyamnagar
23	Barisal Metropolitan (2)	Barisal Sadar, Babuganj

Note: Distribution locations mentioned here, are only the tentative ones; purchaser reserve the right to increase or decrease the distribution locations within Bangladesh at its own discretion, as per the actual requirement during the project implementation.

Annex B: Standard Guidelines for Storage of health commodities

A properly packaged good-quality lubricant stored at average temperatures in tropical climates do not deteriorate during storage. To maintain the shelf-life of the lubricant, air-conditioned storage is not necessary, but it would be an advantage in hot climates if available. In hot climates it is important that lubricants are stored in a well-ventilated environment away from direct sunlight and other sources of heat in order to minimize the exposure of the condoms to high temperatures. The recommended storage temperature is between 28°C -35°C. Similar precautions should be taken during transportation and delivery.

The storage containers are vulnerable to moisture and should be stored in a dry storeroom away from walls and placed on pallets to protect against rising damp. Cartons should be stored at least 10 cm off the floor, 30 cm away from the walls and stacked no more than 2.4 metres high.

The cartons should be positioned so that the LOT number and expiry date are visible. The cartons should be identified and their locations recorded to ensure that specific LOTS can be located. LOTS should be released on a first expiry—first out basis (FEFO). Damaged or expired lubricant should be kept separately and disposed of in accordance with local procedures for the disposal of damaged medical devices.

Reference: Chapter 8, Condom Storage, Section 3; Male Latex Condom: Specification, Prequalification and Guidelines for Procurement, 2010.

Annex C: Documents Check List

Ser	Document Title	Submission Status	
		Yes	No
1	Copy of the bid document duly sealed and signed by the bidder including all addendums (if any)	Yes	No
2	Valid Tax Identification Number (TIN) or equivalent for foreign entity both for manufacturer and agent, if applicable	Yes	No
3	Trade license or equivalent for both manufacturer and agent, if applicable	Yes	No
4	VAT registration number/BIN/equivalent for both manufacturer and agent, if applicable	Yes	No
5	Written power of attorney authorizing the signatory of the bid to commit the Bidder (when the bid is submitted by someone other than MD/Chairman)	Yes	No
6	The completed specifications submission and compliance Sheet as furnished in Section V of ITB	Yes	No
7	Country of origin declarations	Yes	No
8	Five (5) years manufacturing experience documents	Yes	No
9	Evidence for three (3) years' experience in distribution of health product	Yes	No
10	Evidence of required annual installed production capacity	Yes	No
11	Evidence of required annual turnover	Yes	No
12	A list of current contracts in hand (commitment)	Yes	No
13	A list of current clients both for manufacturer and distributor/agent, if applicable	Yes	No
14	At least three (3) nos. performance certificate undertaken in last 10 years	Yes	No
15	Documentation and certification for on-site quality management procedure, quality control laboratory facilities and services and range of tests conducted	Yes	No
16	Copies of audited financial statements and/or certified Annual Report for the last three fiscal years	Yes	No
17	Proof of experience of packing, distribution and transportation of condoms under logistical and climatic conditions similar to the purchaser's country	Yes	No
18	Affidavit on financial Solvency for the agent (if applicable) and manufacturer	Yes	No
19	Details of the Storage facilities through in the purchaser's country including the address and storage condition	Yes	No
20	Proposed distribution plan of condoms (mode of transport, required delivery time, etc.)	Yes	No
21	Evidence for having WHO or equivalent guidelines followed in the warehouse maintenance	Yes	No
22	Manufacturer's Authorization Form, if applicable (Authorization of Local Agent as a representative of manufacturer)	Yes	No
23	Bid Form (with financial proposal)	Yes	No
24	Price Schedule (with financial proposal)	Yes	No
25	Separate Bid Submission for Technical & Financial proposal (Bid Form + Price Schedule)	Yes	No
26	Bid Validity for 180 days, confirmed by the bidder	Yes	No

Please circle "Yes" or "No" as appropriate