# REQUEST FOR QUOTATION

Supply Chain Management

<table>
<thead>
<tr>
<th>RFQ TITLE:</th>
<th>CONTRACT FOR SUPPLY OF DIFFERENT TYPES TISSUE PAPER FOR icddr,b for 24 MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ NUMBER:</td>
<td>icddr,b/SCM/OTM/2021/19, Dated: April 18, 2021</td>
</tr>
<tr>
<td>BID SUBMISSION:</td>
<td>By email: <a href="mailto:shuraiya@icddrb.org">shuraiya@icddrb.org</a> By Hand: Ground floor of Chiller Building, icddr,b</td>
</tr>
<tr>
<td>CLOSING:</td>
<td>1:45 pm on April 29, 2021 (Late Tenders Submission Will NOT Be Accepted)</td>
</tr>
</tbody>
</table>

**LODGMENT OF TENDERS:**

*By email: shuraiya@icddrb.org*
*By Hand:*
  Director, Supply Chain & Facilities Management
  icddr,b
  Chiller Building (Ground Floor)
  68 Shaheed Tajuddin Ahmed Sarani,
  Mohakhali, Dhaka 1212
CONTRACT FOR SUPPLY OF DIFFERENT TYPES OF TISSUE PAPER FOR 24 MONTHS

icddr,b invites sealed tender for Supply of Different Types of Tissue from bonafide suppliers who have work experience in the relevant field. The hiring is subject to the general terms and conditions set out below. Bidders can share any queries relating to the Bid process and other issues to the email: supplychain@icddrb.org, within 22nd April 2021 COB. icddr,b will respond to your query by 25th April 2021. Bidders are requested to submit the quotation to the email: shuraiya@icddrb.org and/or can be dropped in the Tender Box, which is located in the SCM Office at Chiller Building (Ground Floor) icddr,b Mohakhali, Dhaka by 1.45 pm on April 29, 2020. The tender will be opened at 2.00 pm on the same day, in the presence of Sourcing Evaluation Committee members only.

icddr,b is not bound to accept the lowest tender and reserves the right to accept or reject any or all of the tenders without assigning any reason whatsoever. The tender advertisement published in the newspaper is also a part of the contract and binding upon the tenderers.

GENERAL TERMS AND CONDITIONS

1. **Tender Submission:** Tender shall be submitted with the completed work schedule, copy of trade license, TIN, and VAT registration certificate, otherwise, the bid may not be considered.

   **The tenderer must put his signature on each page** of the tender, all relevant documents and work schedule, and complete the signature block at end of the tender document and work schedule.

2. **Evaluation of Tender:** Tender will be evaluated based on the following mandatory requirement without which offer will not be considered for tender assessment:

   A. **Mandatory Criteria:**
   - Updated Trade License of the firm /company
   - Updated Income Tax certificate
   - VAT Registration Certificate (Updated BIN)
   - Bank Statement for last 6 months and solvency certificate from the concerned bank
   - At least 3 (three) years of experience in the relevant field. Copies of the work order, performance certificate for similar nature of contracts with similar iNGO/Multinational organization of the last three years shall be enclosed.

   **Tender Assessment Criteria:**
   Only technically qualified Bidder will be considered for Financial Assessment. The lowest responsive bidder will be awarded.

   Physical verification shall be conducted among technically qualified bidders based on provisional scoring.

   b. **Sample:** Bidders must submit the sample with the price offer or the bidder is liable and bound to provide a sample as requested by the icddr,b.

   C. **Financial Evaluation (Price)**
   Lowest responsive based on approved sample and specification.

3. **Quote of Rates:**
   The tenderer must quote the rate for items using the information in this document, including the
work schedule at Annexure A. The rate shall be quoted both in figures and in words. icddr,b reserves the right to offer all the items or in part/group-wise as considered necessary in the circumstances. No claim of a rate increase during the contract period will be entertained. Subject to consider the special situation, price enhancement is only allowed for limited items subject to submission of written application with proper documents by the suppliers. Authority of icddr,b will verify the reason as well as documents and provide decision accordingly and it is the sole discretion of icddr,b, and icddr,b decision is final. Unit price shall include VAT, Tax, and all other incidental charges. Any overwriting or erasing shall have to be initialed by the tenderer. The rate should be quoted in Taka only. If any firm quotes an unreasonably high or low price, which is not comparable with market price, will not be considered for further evaluation.

4. **Security Deposit:**
The Successful bidder will be required to deposit security money amounting to BDT 20,000 in the form of a pay order/ Bank Guarantee obtainable from any scheduled bank in Bangladesh. The security money shall be claimed by the supplier in writing within 30 days from the date of contract expiry and will be returned to the supplier without interest.

5. **Compensation for Accidents and Damages:**
From the start date of the contract, icddr,b will not be responsible for any kind of injury/accident or death of any staff of vendor while executing the contract.

6. **Adherence to icddr,b’s Code of Conduct:**
The tenderer shall ensure that his personnel adhere to the icddr,b code of conduct and must abide by icddr,b core values as stated in its website [http://www.icddrb.org/about-us/strategy](http://www.icddrb.org/about-us/strategy). Misbehavior with the officers and staff of icddr,b will not be accepted. icddr,b reserves the right to ask the supplier to withdraw his materials for any reason whatsoever by oral or written notice. The supplier shall replace those materials after getting information/notice from icddr,b management.

7. **icddr,b Responsibilities:**
Access to the specified areas within the specified time following icddr,b security rules and regulations.

8. **Tenderer’s Responsibility:**
The tenderer should possess relevant business shop/showroom, E-mail, sole contact person and telephone/cellphone number, etc.

9. **Quality of Goods / Services:**
The successful bidder will provide the best quality materials as per the requirements of icddr,b. Materials shall be examined/tested, weighed, counted, and measured during delivery by the persons authorized by the icddr,b. Any items found below standard and not as per icddr,b requirement shall be rejected and the rejected materials should be taken back by the Supplier without delay at its own cost. Supplier shall replace the materials which are rejected due to quality ground. In case any supplier fails to deliver the same, the same materials shall be procured from other responsive vendors and the differential amount will be adjusted from the failed suppliers.
Repetition of attempts to supply sub-standard materials will make the contract liable to termination. Delivery should be made at the respective premises which will be received by the concerned supervisor/authorized representative of Procurement Staff.

10. **Warranty:**
Minimum 6 (six) month warranty for the supplied materials shall be applicable where necessary.

11. **Bill of Quantities:**
Materials described in the schedule annexed are to be supplied as per purchase order as and when required basis. icddr,b is not bound to purchase all the items at a time and quantities of goods/materials mentioned in the schedule annexed and further reserves the right to purchase quantities or number of items to any extent as it requires.

The total quantity mentioned in Annex A may vary by $\pm 30\%$ during the contract period. In that case, the Supplier is bound to supply the materials in quoted approved rates within the contract period.

12. **Quality Test/quality inspection:**
icddr,b will check and verify the materials supplied by the successful bidder and notify if any inferior quality materials are found. Notwithstanding any testing and examination, icddr,b by visual inspection or field tests may instruct the successful bidder to:

a. remove and replace any materials thereof which are not following the Contract,
b. Any expenses caused due to replacement shall be borne by the successful bidder.

icddr,b reserves the right to test any sample of supplied materials if required, from any external institution and the successful bidder will have to bear the expenses for that.

13. **Price:** Price shall remain fixed for the first tenure of the contract. Price for an extended period will be the discretion of icddr,b.

14. **VAT & TAX:** All prices are inclusive of Tax and any applicable VAT. Supplier shall submit Original Mushak-6.3 (Challan) with invoice and provide the copy of Treasury Challan subsequently (if VAT claim 15%). icddr,b will deduct VAT at source (except 15% rated VAT) during payment, if vendor put 15% rate at MUSHAK-6.3, the vendor will be liable to provide Treasury Challan mentioning the name of icddr,b. icddr,b will deduct TAX at source from invoice. Any changes in the VAT rate by the National Board of Revenue (NBR) payable by the supplier shall be adjusted by icddr,b.

15. **Mode of Payment:** Payment will be made through Bank Transfer and within 30 (thirty) days after a thorough examination of the invoice and certification by icddr,b. Under no circumstances will icddr,b entertain any request for cash payment or partial payment for the invoice. The invoice will incorporate any penalties that might need to be enforced, based on the terms and conditions stated in this tender document. The Purchase Order is to be produced to the receiving officer at the time of the delivery of the materials with 3 (three) copies of Delivery Challan and the relevant bill(s). Receiving Officer will return one copy of Delivery Challan to the Supplier duly signed.

*Signature*
16. **Penalty Clause:** icddr,b may deduct 5% (five percent) of the outstanding bills or Tk.2,000 (Two thousand) only, whichever is higher from the invoice if the successful tenderer does not carry out the work within the time stipulated in the work orders/contract. icddr,b may purchase the materials and shall recover the differential expenditure for the purchase from the party, if necessary from their receivable bills. As a penalty, icddr,b can blacklist the party by terminating the Contract and also can forfeit the Security Deposit.

17. **Key Performance Indicators:** The supplier’s performance shall be evaluated on annual basis. This KPI report along with others applicable will be the basis for any price adjustment, future extension of the contract, and future business potentials in icddr,b. The decision will be at the discretion of icddr,b.

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Criteria</th>
<th>Indicators</th>
<th>Performance Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Quality of supplied materials</td>
<td>Number of non-conformance orders vs. total orders</td>
<td>&gt;5%</td>
</tr>
<tr>
<td>2</td>
<td>Lead time from formal order to delivery</td>
<td>Max. 2 weeks</td>
<td>90%</td>
</tr>
<tr>
<td>3</td>
<td>Emergency response time</td>
<td>Within 48 hours</td>
<td>90%</td>
</tr>
</tbody>
</table>

18. **Contract Period:**
   The contract will be for 02 (two) years from the date of awarding the contract. Subject to the performance of the successful bidder(s), the option exists to extend the contract for further periods at the sole discretion of icddr,b. The additional periods will be with the mutually agreed rates and terms & conditions.

19. **Applicable Law:**
   The Contract shall be governed by and construed under the laws of the People’s Republic of Bangladesh.

20. **Termination of Contract Agreement:**
   Either party may terminate this agreement by giving 2 (two) months prior notice in writing if the other party defaults in the performance or observance of any terms or undertaking stipulated in this agreement. Supplies of inferior quality materials or extreme delay in supply within the scheduled period or approved extension time, will lead to writing a "letter of complaint". Repetitions of similar activities will cause the issuance of a warning letter which may lead to termination of the contract if required. Termination of the Agreement shall be affected after settlement of all outstanding issues of both parties.

21. **Dispute Settlement:**
   All Complaints, disputes, and differences shall submit in writing by the Supplier to Director, Supply Chain & Facilities Management and the matter will be resolved within 14 days of receiving the notification. If the supplier is not satisfied it may be referred to the Executive Director, icddr,b for resolution and his determination shall be final and binding.

22. **Liability, Insurance, and indemnity:**
Each Party shall be acting as independent in the performance of their work relating to this Agreement and shall be responsible for maintaining at its sole expense adequate insurance or self-insurance coverage to cover its activities under this Contract.

Therefore, icddr,b will not be responsible for any kind of injury, accident or death of any staff or designated personnel of the Supplier while executing the works and services under this Contract.

23. **Force Majeure:**
This Contract is subject to Force Majeure, which shall mean any unforeseeable circumstance or circumstances beyond the reasonable contemplation of the Parties at the time of entering into this Contract, such as acts of God, natural disasters, and armed conflicts, restrictions imposed by a government or government agency. If performance is delayed by any such cause of Force Majeure, the Supplier shall not be penalized or be held responsible for the penalty a penalty which will be decided on the merit of the complaint by the Competent Authority. However, if any such causes of Force Majeure persist for more than a month hampering the ability of the Supplier to discharge its obligations under this Contract on time, it shall be within the right of icddr,b to terminate this Contract.

24. **Partnership or Agency:**
Nothing in this Agreement shall create any partnership, joint venture, or relationship of principal and agent between the Parties.

25. **Assignment:**
The Supplier shall not, without the prior written agreement of icddr,b, assign or transfer, or cause to be assigned or transferred, its obligations set forth herein to any third party.

26. **Security and Safety Rules:**
The Supplier shall maintain icddr,b Security and Safety Rules during the implementation of the contract.

27. **Environmental management:**
This section specifies the requirements for environmental management of this contract.

**Responsibility**
The Contractor is responsible for ensuring that the provisions of this section and any other environmental protection provisions required by law are complied with.

**Definitions**

- **Environment:** means the natural and built environment and all aspects of the surroundings of human beings, including physical, biological, and aesthetic aspects.
- **Pollution Incident:** means an incident or set of circumstances during or as a consequence of which there is, or is likely to be a leak, spill, or other escape of a substance as a result of which pollution has occurred, is occurring, or is likely to occur.
- **Contamination of land:** is the presence of a substance in, on, or under the land at a concentration above that which is normally found in that locality, such that there presents a risk of harm to human health or the environment.
**Solid, Liquid, and Gaseous Contaminants**

Take responsibility for the proper disposal of all solid, liquid, and gaseous contaminants under the statutory and contractual requirements, including the provisions of this section.

All hazardous waste must be disposed of properly, oils or other hazardous liquids must not be disposed of by flushing down any sewer, stormwater system, or natural waterway.

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**Declaration:**

We do hereby accept the above terms and conditions of the tender document.

We have read and understood the technical specifications of the goods.

We also declare that we are liable to bear any cost regarding supply of inferior quality goods and its impact, if any.

Signature of Tenderer: .................................................................

Full name of Tenderer: .................................................................

Name of organization: .................................................................

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

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Phone:............................................. E-mail: .................................

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# CONTRACT FOR SUPPLY OF DIFFERENT TYPES TISSUE PAPER FOR 24 MONTHS

**RFQ no:** icddr,b/SCM/OTM/2021/19, **Dated:** April 18, 2021

<table>
<thead>
<tr>
<th><strong>Sl No.</strong></th>
<th><strong>Description of Item</strong></th>
<th><strong>UOM</strong></th>
<th><strong>Yearly Quantity</strong></th>
<th><strong>Unit Price (Taka)</strong></th>
<th><strong>total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Toilet Tissue Paper White, Regular 2ply</td>
<td>Roll</td>
<td>70,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Kitchen Towel Single Pack, 1ply</td>
<td>Roll</td>
<td>10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Paper Napkin (Non-perfumed) 13X13&quot; 1Ply 80 Pcs/ Pkt, White</td>
<td>Packet</td>
<td>8,500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Hand Towel 250X1 Ply White</td>
<td>Packet</td>
<td>3,300</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Facial Tissue 100 x 2 ply, 350 Duplex Board</td>
<td>Box</td>
<td>13,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature of Tenderer:** ............................................................

**Full name of Tenderer:** ............................................................

**Name of organization:** ............................................................

**Address:** ...........................................................................

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

**Phone:** ......................................................... **E-mail:** .................................