



Government of the People's Republic of Bangladesh
Ministry of Health and Family Welfare
Directorate General of Family Planning
6, Karwan Bazar, Dhaka-1215,
Bangladesh.

Bidding Document for

Procurement of Auto Disable (AD) Syringe (one ml)

Lot 1: 2 million quantities

Lot 2: 2 million quantities

Lot-3: 2 million quantities

Lot-4: 2 million quantities

Through

International Competitive Bidding (ICB)

Contract Package No. GFP/FS-03/15

Under

IDA Credit No. 4954- BD

Project : HPNSDP
Name of the Purchaser : Directorate General of Family Planning,
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IFB No. DGFP/L&S-3/AD Syringe /2015-16/99/38

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Table of Contents

PART 1 – Bidding Procedures.....	2
Section I. Instructions to Bidders.....	3
Section II. Bid Data Sheet (BDS)	21
Section III. Evaluation and Qualification Criteria	27
Section IV. Bidding Forms	32
Section V. Eligible Countries	52
Section VI. Bank Policy - Corrupt and Fraudulent Practices.....	53
PART 2 – Supply Requirements.....	55
Section VII. Schedule of Requirements.....	56
PART 3 - Contract.....	61
Section VIII. General Conditions of Contract.....	62
Section IX. Special Conditions of Contract	78
Section X. Contract Forms.....	84

PART 1 – Bidding Procedures

Section I. Instructions to Bidders

Table of Contents

A. General.....	5
1. Scope of Bid.....	5
2. Source of Funds	5
3. Corrupt and Fraudulent Practices.....	5
4. Eligible Bidders	5
5. Eligible Goods and Related Services	7
B. Contents of Bidding Document.....	7
6. Sections of Bidding Document	7
7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting	8
8. Amendment of Bidding Document.....	8
C. Preparation of Bids.....	8
9. Cost of Bidding.....	8
10. Language of Bid.....	8
11. Documents Comprising the Bid.....	9
12. Letter of Bid and Price Schedules.....	9
13. Alternative Bids	9
14. Bid Prices and Discounts	9
15. Currencies of Bid and Payment	11
16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services	11
17. Documents Establishing the Eligibility and Qualifications of the Bidder	12
18. Period of Validity of Bids	12
19. Bid Security	13
20. Format and Signing of Bid.....	14
D. Submission and Opening of Bids.....	14
21. Sealing and Marking of Bids	14
22. Deadline for Submission of Bids	14
23. Late Bids	15
24. Withdrawal, Substitution, and Modification of Bids	15
25. Bid Opening	15
E. Evaluation and Comparison of Bids	16
26. Confidentiality	16
27. Clarification of Bids.....	16
28. Deviations, Reservations, and Omissions	16
29. Determination of Responsiveness.....	16
30. Nonconformities, Errors and Omissions.....	17
31. Correction of Arithmetical Errors	17
32. Conversion to Single Currency	17
33. Margin of Preference	17
34. Evaluation of Bids.....	17
35. Comparison of Bids	18
36. Qualification of the Bidder	18
37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	19

F. Award of Contract..... 19
38. Award Criteria..... 19
39. Purchaser’s Right to Vary Quantities at Time of Award..... 19
40. Notification of Award 19
41. Signing of Contract 19
42. Performance Security 20

Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or nutritional supplements) and Related Services incidental thereto as specified in Section VII, Schedule of Requirements. The name, identification and number of lots (contracts) of this International Competitive Bidding (ICB) procurement are **specified in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in BDS**, toward the project named **in BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which these Bidding Documents are issued.
 - 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. **Corrupt and Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section VI.
 - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Bank to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
4. **Eligible Bidders**
 - 4.1 A Bidder may be a firm that is a private entity, a government-owned entity—subject to ITB 4.5—or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract,

- during contract execution.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
 - (e) participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
 - (f) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the bid; or
 - (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
 - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract
- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or

otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS.**

4.5 Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

4.6 A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid-Securing Declaration.

4.7 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

5. Eligible Goods and Related Services

5.1 All the Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.

5.2 For purposes of this Clause, the term "Goods" includes any goods that are the subject of this Invitation for Bids, and "Related Services" includes services such as transportation, insurance, commissioning and training.

5.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

- Section V. Eligible Countries
 - Section VI. Bank Policy-Corrupt and Fraudulent Practices
- PART 2 Supply Requirements**
- Section VII. Schedule of Requirements
- PART 3 Contract**
- Section VIII. General Conditions of Contract (GCC)
 - Section IX. Special Conditions of Contract (SCC)
 - Section X. Contract Forms
- 6.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.
- 7. Clarification of Bidding Documents**
- 7.1 A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Purchaser shall also promptly publish its response at the web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 22.2.
- 8. Amendment of Bidding Document**
- 8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser in accordance with ITB 6.3. The Purchaser shall also promptly publish the addendum on the Purchaser's web page in accordance with ITB 7.1.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 22.2.
- C. Preparation of Bids**
- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid**
- 10.1 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 BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for

- purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Letter of Bid in accordance with ITB 12;
 - (b) completed schedules, in accordance with ITB 12 and 14
 - (c) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
 - (d) Alternative bids, if permissible, in accordance with ITB 13;
 - (e) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (f) documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
 - (g) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid;
 - (h) documentary evidence in accordance with ITB 16, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (i) documentary evidence in accordance with ITB 16 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (j) any other document **required in the BDS.**
- 11.2 In addition to the requirements under ITB 11.1, bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.
- 11.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 12. Letter of Bid and Price Schedules**
- 12.1. The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.2. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1. Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below.
- 14.2 All lots (contracts) and items must be listed and priced separately in the Price Schedules.
- 14.3 The price to be quoted in the Letter of Bid in accordance with ITB 12.1 shall be the total price of the bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid, in accordance with ITB 12.1.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS** a bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 29. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

- 14.6 If so specified in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4 provided the bids for all lots (contracts) are opened at the same time.
- 14.7 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS**.
- 14.8 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding 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, in accordance with Section V, Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V, Eligible Countries. Prices shall be entered in the following manner:
- (a) For Goods manufactured in the Purchaser's Country:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS**.
 - (b) For Goods manufactured outside the Purchaser's Country, to be imported:
 - (i) the price of the Goods, quoted CIP named place of destination, in the Purchaser's Country, as **specified in the BDS**;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS**;
 - (c) For Goods manufactured outside the Purchaser's Country, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
 - (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).
- 15. Currencies of Bid and Payment**
- 15.1 The currency (ies) of the bid and the currency (ies) of payments shall be **as specified in the BDS.** The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS.**
- 15.2 The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.
- 16. Documents Establishing the Eligibility and Conformity of the Goods and Related Services**
- 16.1 To establish the eligibility of the Goods and Related Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 16.2 To establish the conformity of the Health Sector Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section VII, Schedule of Requirements.
- 16.3 The documentary evidence may be in the form of literature, drawings or data, and shall consist of
- (a) an item-by-item commentary on the provisions of Section VII, Schedule of Requirements demonstrating substantial responsiveness of the Goods and Services to the specifications, or a statement of deviations and exceptions to the provisions of the specifications; and
 - (b) any other procurement-specific documentation requirement as stated in the **Bid Data Sheet.**
- 16.4 Unless the **Bid Data Sheet** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser's country. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser either:
- (a) a copy of the Registration Certificate of the Goods for use in the Purchaser's country.
- OR, if such Registration Certificate has not yet been obtained,
- (b) evidence establishing to the Purchaser's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in the **Bid Data Sheet.**

16.4.1 The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within the Purchaser's country. The agency and contact person able to provide additional information about registration are identified in the **Bid Data Sheet**.

16.4.2 If the Goods of the successful Bidder have not been registered in the Purchaser's country at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.

16.5 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Schedule of Requirements.

**17. Documents
Establishing the
Eligibility and
Qualifications
of the Bidder**

17.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.

17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that a Bidder that does not manufacture or produce the Health Sector Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (b) that in case of a Bidder 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; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria (see additional clauses for pharmaceuticals and vaccines).

**18. Period of
Validity of Bids**

18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser in accordance with ITB 2.1. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 19, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 18.3.

18.3. If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.

- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.
- 19. Bid Security**
- 19.1. The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.
- 19.2. A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3. If a bid security is specified pursuant to ITB 19.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option :
- (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a cashier's or certified check; or
 - (d) another security **specified in the BDS**,
- from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.
- 19.4. If a Bid Security is specified pursuant to ITB 19.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- 19.5. If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 42.
- 19.6. The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
- 19.7. The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ; or
 - (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB41; or
 - (ii) furnish a performance security in accordance with ITB 42.
- 19.8. The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9. If a bid security is **not required in the BDS**, pursuant to ITB 19.1, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB41; or furnish a performance security in accordance with ITB 42;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

20. Format and Signing of Bid

- 20.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.
- 20.3 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.4 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

- 21.1. The Bidder shall enclose the original and all copies of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 21.2. The inner and outer envelopes shall:
 - (a) bear the name and address of the Bidder;
 - (b) be addressed to the Purchaser in accordance with ITB 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 21.3. If all envelopes are not sealed and marked as required, 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 and no later than the date and time **specified in the BDS**. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**.
- 22.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

- 23. Late Bids**
- 23.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1. A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 20 and 21(except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 22.
- 24.2. Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.
- 25. Bid Opening**
- 25.1. The Purchaser shall publicly open and read out in accordance with ITB25.3 all bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as **specified in the BDS**.
- 25.2. First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only bids that are opened and read out at Bid opening shall be considered further.
- 25.3. All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per item or lot (contract) if applicable, including any discounts and alternative bids; the presence or absence of a Bid Security, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative bids read out at Bid

opening shall be considered for evaluation. The Letter of Bid and the Price Schedules are to be initialed by representatives of the Purchaser attending bid opening in the manner **specified in the BDS**. The Purchaser shall neither discuss the merits of any bid nor reject any bid (except for late bids, in accordance with ITB 25.1).

- 25.4. The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot (contract) if applicable, including any discounts, and alternative bids; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

E. Evaluation and Comparison of Bids

- 26. Confidentiality** 26.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders in accordance with ITB 40.
- 26.2 Any effort by a Bidder to influence the Purchaser in the evaluation or contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, 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 the bidding process, it should do so in writing.
- 27. Clarification of Bids** 27.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB 31.
- 27.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 28. Deviations, Reservations, and Omissions** 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.
- 29. Determination of Responsiveness** 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.
- 29.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in

- the Contract; or
- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with ITB 16 and ITB 17, in particular, to confirm that all requirements of Section VII, Schedule of Requirements have been met without any material deviation or reservation, or omission.
- 29.4 If a bid is not substantially responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that a bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.
- 31. Correction of Arithmetical Errors**
- 31.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 31.1, shall result in the rejection of the Bid.
- 32. Conversion to Single Currency**
- 32.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as **specified in the BDS**.
- 33. Margin of Preference**
- 33.1 **Unless otherwise specified in the BDS**, a margin of preference shall not apply.
- 34. Evaluation of Bids**
- 34.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 34.2 To evaluate a Bid, the Purchaser shall consider the following:

- (a) evaluation will be done for Items or Lots (contracts), as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB 31.1;
 - (c) price adjustment due to discounts offered in accordance with ITB 14.3;
 - (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 32;
 - (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
 - (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria;
- 34.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.4 If these Bidding Documents allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid Form, is specified in Section III, Evaluation and Qualification Criteria
- 34.5 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of Goods manufactured in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Purchaser's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 34.6 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.2 (f).
- 35. Comparison of Bids** 35.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 34.2 to determine the lowest evaluated bid. The comparison shall be on the basis of CIP (place of final destination) prices for imported goods and EXW prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within the Borrower's country, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
- 36. Qualification of the Bidder** 36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and

- substantially responsive bid meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.
- 36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**
- 37.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
- F. Award of Contract**
- 38. Award Criteria**
- 38.1 Subject to ITB 37.1, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 39. Purchaser's Right to Vary Quantities at Time of Award**
- 39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VII, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 40. Notification of Award**
- 40.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding and shall publish in *UNDB online* the results identifying the bid and lot (contract) numbers and the following information:
- (i) name of each Bidder who submitted a Bid;
 - (ii) bid prices as read out at Bid Opening;
 - (iii) name and evaluated prices of each Bid that was evaluated;
 - (iv) name of bidders whose bids were rejected and the reasons for their rejection; and
 - (v) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded.
- 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB 40.1, requests in writing the grounds on which its bid was not selected.
- 41. Signing of Contract**
- 41.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
- 41.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
- 41.3 Notwithstanding ITB 41.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the

Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser and of the Bank that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**42. Performance
Security**

- 42.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in the Purchaser's Country.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section II. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The reference number of the Invitation for Bids is : DGFP/L&S-3/AD Syringe/2015-16/99/38 Date: 31/01/2016
ITB 1.1	The Purchaser is: Directorate General of Family Planning, 6, Karwan Bazar, Dhaka-1215, Bangladesh.
ITB 1.1	The name of the ICB is: Procurement of Auto Disable (AD) Syringe(one ml) The identification number of the ICB is: Contract Package No. GFP/FS-03/15. The number and identification of lots (contracts)comprising this ICB is: Lot 1: 2 million (Two million) Syringe, Auto-Disable (AD) 1 (One) ml. Lot 2: 2 million (Two million) Syringe, Auto-Disable (AD) 1 (One) ml. Lot 3: 2 million (Two million) Syringe, Auto-Disable (AD) 1 (One) ml. Lot 4: 2 million (Two million) Syringe, Auto-Disable (AD) 1 (One) ml.
ITB 2.1	The Borrower is: The People’s Republic of Bangladesh. IDA Credit number: 4954-BD
ITB 2.1	Loan or Financing Agreement amount: Credit amount: US\$ 508.60 million or equivalent.
ITB 2.1	The name of the Project is: Health, Population and Nutrition Sector Development Program (HPNSDP).
IITB 4.4	A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr .
B. Contents of Bidding Documents	
ITB 7.1	For Clarification of bid purposes only, the Purchaser’s address is: Attention: Director (Logistics & Supply) and Line Director (Procurement, Storage and Supply Management) Address: Directorate General of Family Planning, 6, Karwanbazar, Dhaka-1215, Bangladesh. Floor/ Room number:Room No.01 (5 th floor), City: Dhaka ZIP Code: 1215 Country: Bangladesh. Telephone: 880-2-9101232 Facsimile number: 880-2-9101232 Electronic mail address: dirlsdgfp@gmail.com Requests for clarification should be received by the Purchaser no later than: Twenty eight (28) days prior to the deadline for submission of bids.

ITB 7.1	Web page: www.dgfpbd.org (for information only).
C. Preparation of Bids	
ITB 10.1	<p>The language of the bid is: English All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
ITB 11.1 (f)	<p>The following documents must be included with the bid: Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted:</p> <ul style="list-style-type: none"> (i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder: <ul style="list-style-type: none"> (a) is incorporated in the country of manufacture of the Goods; (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods (Goods mentioned in the Schedule of Requirements); (c) has manufactured and marketed the specific goods covered by this Bidding Document, for at least two (2) years, and for similar Goods for at least five (5) years; (d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission. GMP certificate may be verified by DGFP directly from issuing/registering authority/agency; and (ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, <ul style="list-style-type: none"> (a) that the Bidder has been duly authorized by a manufacturer of the Goods (using Section IV: Bidding Forms) that meets the criteria under (i) above to supply the Goods in the Purchaser's country. Manufacturer's Authorization may be verified by the DGFP directly from the manufacturer and <p>The Bidder shall also submit the following additional information:</p> <ul style="list-style-type: none"> (a) a statement of installed manufacturing capacity; (b) copies of its audited financial statements for the past three fiscal years prepared by any independent auditor(s)/Chartered Accountant firm; (c) details of on-site quality control laboratory facilities and services and range of tests conducted; (d) list of major supply contracts conducted within the last five years including contract details information of the purchasers. (e) List of pharmaceuticals being manufactured by the Bidder with product registration/license number and date (if applicable); (f) a Certificate of Pharmaceutical Product (CoPP) or Free Sales Certificate as recommended by the WHO for the item offered. CoPP or Free Sales Certificate may be verified by the DGFP directly from issuing/registering authority/agency;

	<p>(g) Good Distribution Practice (GDP) Certificate;</p> <p>Note: Bidder will provide contact details – contact person name, address, e-mail address and telephone, fax number of issuing/registering authority/agency of respective quality certificate (GMP, CoPP or Free Sales Certificate and others), supply experience and manufacturer’s authorization so that DGFP may obtain independent authentication/ verification of the same if necessary, DGFP will reserve the right to obtain such independent verification/authentication.</p>
ITB 11.1 (j)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ul style="list-style-type: none"> (i) Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A “primary manufacturer” is defined as a company that performs all the manufacturing and formulating operations needed to produce pharmaceuticals or nutritional supplements in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the Goods offered. (ii) Bidder shall also submit supporting documentary evidence that it meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria. (iii) Taxpayer Identification Number (TIN) and Certificate[in case of local Bidder(s)] (iv) VAT Registration Certificate [in case of local Bidder(s)] (v) Local Agent Declaration and Agreement: Bidder shall submit with the bid (if it has any local agent): <ul style="list-style-type: none"> (a) a declaration containing name and contact details of the local agent (if applicable), the responsible activities and reason for commission or gratuity payment, and the amount and currency of such commission or gratuity. (b) Agreement with the local agent. <p>Note: A Local Agent is neither a bidder nor a supplier or a party to the contract and is not legally responsible or accountable for obligations of the procurement process and contract. The bidder may appoint a local agent to facilitate bidding process or execution of the contract. However, in such case the bid security shall be in the name of the Bidder, not in the name of its local agent, and contract shall be awarded to, and signed with the Bidder, not with its local agent.</p>
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 14.6	<p>Prices quoted for each lot (contract) shall correspond at least to 100% percent of the items specified for each lot (contract).</p> <p>Prices quoted for each item of a lot shall correspond at least to 100% percent of the quantities specified for this item of a lot.</p>

ITB 14.7	The Incoterms edition is: Incoterms 2010 .
	Place of Destination: CIP, Central Warehouse, Family Planning, Mohakhali, Dhaka, Bangladesh. If the goods are offered from outside the Purchaser's country, Customs Duties and Value Added Taxes (CD & VAT) of the imported goods under the Contract (incurred at the port of entry of the Purchaser's country) shall be paid by the Purchaser. In that case consignee would be DGFP and IGM should also be in the name of DGFP.
ITB 14.8 (a) (iii);(b)(ii) and (c)(v)	"Final destination: CIP, Central Warehouse, Family Planning, Mohakhali, Dhaka, Bangladesh (as per Schedule of Requirement)
ITB 15.1	The prices shall be quoted by the bidder in any freely convertible currency from an eligible country up to a maximum of three foreign currencies. The Bidder is required to quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 16.3 (b)	Documentation requirements for eligibility of Goods. In addition to the documents stated in Clause 16.1, 16.2, and 16.3 (a), the following documents should be included with the Bid: The pharmaceuticals offered should meet the specified pharmacopoeial standards as stated in the Technical Specification. If the Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of a new drug), the Bidder will provide testing protocols and alternative reference standards.
ITB 16.4	'The Purchaser's country requires registration of Health Sector Goods from the Directorate General of Drug Administration (DGDA) of Bangladesh. Products offered from overseas manufacturers must be registered with the National Regulatory Authority from the country of origin and bidder should submit a copy of the Product Registration certificate and a copy of the receipt by the DGDA of the application for registration of the Good(s)-along with the bid. The winning bidder is required to obtain DGDA's Registration Certificate or No Objection Certificate (NOC) on the offered product from DGDA prior to signing of the contract, otherwise contract will be awarded to the next lowest responsive bidder
16.4 (b)	By the time of Contract signing, the successful Bidder shall have complied with the following documentary requirements in order to register the Goods to be supplied under the Contract: Bidder is required to obtain DGDA's Registration Certificate or No Objection Certificate (NOC) from DGDA at the time of contract signing. Note: Because of the potential for delay when various government agencies must intervene in the registration process, bidders are alerted to inquire about registration requirements and procedures as early as possible.
16.4.1	For the purpose of obtaining additional information about the requirements for registration, Bidders may contact Director General, Directorate General of Drug Administration (DGDA), Mohakhali, Dhaka, Bangladesh. Telephone: (880-2) 9880803, 9880864; Facsimile: (880-2) 9880854; Email: dgda.gov@gmail.com

ITB 18.1	The Bid validity period shall be 120(one hundred and twenty) days from the date of bid submission deadline.
7ITB 18.3 (a)	The bid price shall be adjusted by the following factor(s): N/A
ITB 19.1	<p>A Bid Security shall be required. A Bid-Securing Declaration shall not be required. The amount of the Bid Security, for each lot, shall be US\$ 3,000.00 or an equivalent amount in any freely convertible currency.</p> <p>Bidders participating in multiple Lots shall submit bid security for each Lot separately.</p> <p>If the bid security is issued by a bank located outside of the purchaser's country, then the security must be endorsed by a scheduled Bank in Bangladesh as authentic.</p>
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 19.9	N/A
ITB 20.1	<p>In addition to the original of the bid, the number of copies is: 01 (one). <u>The Bidder will also provide the soft copy of the bid in PDF format using CD/DVD. In case of interpretation, paper based bid will prevail.</u></p>
ITB 20.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Letter of Authorization from the bidder in the bidder's letterhead.</p> <p>Note: Bidder shall authorize any of its in-house personnel. Contract shall be awarded to, and signed with the Bidder, not with its local agent.</p>
D. Submission and Opening of Bids	
ITB 22.1	<p>For bid submission purposes only, the Purchaser's address is: Attention: Director (Logistics & Supply) and Line Director (Procurement, Storage and Supply Management) Street Address: Directorate General of Family Planning, 6, Karwanbazar, Dhaka-1215,</p> <p>Floor/ Room number: Room No.15 (5th floor), City: Dhaka ZIP/Postal Code: 1215 Country: Bangladesh.</p> <p>The deadline for bid submission is: March 16, 2016 Time: 11: 00 Hours Bangladesh Standard Time (BST=GMT+ 6 hrs.) Bidders shall not have the option of submitting their bids electronically.</p>
ITB 25.1	<p>The bid opening shall take place at: Street Address: Directorate General of Family Planning, 6, Karwanbazar, Dhaka-1215, Date: March 16,2016</p> <p>Floor/ Room number: Room No. 15 (5th floor), City: Dhaka</p>

	Country: Bangladesh. Time: 11: 30 Hours Bangladesh Standard Time (BST=GMT+ 6 hrs.)
ITB 25.3	The Letter of Bid and Price Schedules shall be initialed by members of the bid opening committee. Any modification to the unit or total price shall be initialed by the authorized Representative of the Bidder.
E. Evaluation and Comparison of Bids	
ITB 32.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Bangladesh Taka (BDT). The source of exchange rate shall be: BC Selling exchange rates from Bangladesh Bank Webpage at http://www.bangladeshbank.org/econdata/exchangerate.php . The date for the exchange rate shall be: 07 (seven) days earlier to the bid submission deadline. For the currencies not supported by the above source, that currency will be converted to US Dollar first using same date's selling exchange rate from the Wall Street Journal and then it will be converted to Bangladesh Taka using Bangladesh Bank's BC selling rate for US Dollar.
ITB 33.1	A margin of domestic preference shall apply.
ITB 34.2(a)	Evaluation will be done for Lots. Bids will be evaluated lot by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid for price comparison.
ITB 34.6	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) Deviation in Delivery schedule: <i>No</i> . (b) Deviation in payment schedule: <i>No</i> .
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased is: 20% The maximum percentage by which quantities may be decreased is: 20%

Section III. Evaluation and Qualification Criteria

This Section contains all the criteria that the Purchaser shall use to evaluate a bid and qualify the Bidders. in accordance with ITB 34 and ITB 36, no other factors, methods or criteria shall be used.

Contents

1. Margin of Preference (ITB 33).....	28
2. Evaluation(ITB 34).....	28
3. Qualification(ITB 36).....	29

1. Margin of Preference (ITB 33)

If the Bidding Data Sheet so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs.

Bids will be classified in one of three groups, as follows:

- (a) **Group A:** Bids offering goods manufactured in the Purchaser's Country, for which (i) labor, raw materials, and components from within the Purchaser's Country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.
- (b) **Group B:** All other bids offering Goods manufactured in the Purchaser's Country.
- (c) **Group C:** Bids offering Goods manufactured outside the Purchaser's Country that have been already imported or that will be imported.

To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder shall not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules.

All evaluated bids in each group will then be compared to determine the lowest evaluated bid of each group. Such lowest evaluated bids shall be compared with each other and if as a result of this comparison a bid from Group A or Group B is the lowest, it shall be selected for the award.

If as a result of the preceding comparison, the lowest evaluated bid is a bid from Group C, all bids from Group C shall be further compared with the lowest evaluated bid from Group A after adding to the evaluated price of goods offered in each bid from Group C, for the purpose of this further comparison only, an amount equal to 15% (fifteen percent) of the respective CIP bid price for goods to be imported and already imported goods. Both prices shall include unconditional discounts and be corrected for arithmetical errors. If the bid from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated bid from Group C shall be selected as paragraph above."

Group A Bidder will provide detail of the cost breakdown of items in its bid if the Bidder wishes to get margin of preference.

2. Evaluation(ITB 34)**2.1. Evaluation Criteria (ITB 34.6) [Not applicable for this procurement]**

The Purchaser's evaluation of a bid may take into account, in addition to the Bid Price quoted in accordance with ITB Clause 14.8, one or more of the following factors as specified in ITB34.2(f) and in BDS referring to ITB34.6,using the following criteria and methodologies.

- (a) Delivery schedule. (as per Incoterms specified in the BDS)
The Goods specified in the List of Goods are required to be delivered within the acceptable time range (after the earliest and before the final date, both dates inclusive) specified in Section VII, Schedule of Requirements. No credit will be given to deliveries before the earliest date, and bids offering delivery after the final date shall be treated as nonresponsive. Within this acceptable period, an adjustment, as specified in BDS 34.6, will be added, for evaluation purposes only, to the bid price of bids offering deliveries later than the "Earliest Delivery Date" specified in Section VII, Schedule of Requirements.
- (b) Deviation in payment schedule.
 - (i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in*

bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.

- (c) Specific additional criteria
Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in BDS 34.6

2.2. Multiple Contracts (ITB 34.4)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (this Section III, Sub-Section ITB 36.1 Post-Qualification Requirements)

The Purchaser shall:

- (a) evaluate only lots or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB 14.6
Bid evaluation of such bids will be carried out as per the following procedures. The average price of an item quoted by substantially responsive bidders will be added to the bid price of those who did not quote for that item and the equivalent total cost of the bid so determined will be used for bid comparison, evaluation, and award
- (b) take into account:
- (i) the lowest-evaluated bid for each lot and
 - (ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid"

2.3. Alternative Bids (ITB 13.1) [Not Applicable]

3. Qualification(ITB 36)

3.1 Post qualification Requirements (ITB 36.1)

After determining the lowest-evaluated bid in accordance with ITB 35.1, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

(A) Financial Capability of the Bidder

The bidder shall furnish Documentary evidence that it meets the following financial requirements:

- (i) Liquid Assets: For each lot, the Bidder at the time of bid submission must have liquid asset or working capital or credit facility or any combination of these of at least US\$ 120,000 or equivalent in any currency.

(ii) Average Annual Turnover: For each lot, the Bidder must have average annual turnover (sales value) of at least US\$ 300,000.00 or equivalent during the last 03 (Three) years. [Years counting backward from the bid submission deadline]. Bidder will submit audited financial statements in support of the turnover.

Bidders participating in more than one lots must meet cumulative financial requirements for the participating lots.

(B) Experience of the Bidder

The Bidder shall furnish documentary evidence that it meets the following requirements:

(i) General Experience:

The Bidder (in case of JV, each partner) should have at least five (5) years of general experience in supplying pharmaceutical products (i.e. years counting backward from the date of bid submission deadline).

(ii) Specific Experience:

The Bidder shall at-least have experience of supplying AD Syringe having value mentioned below in not more than two contracts, within the last five (5) years (i.e. years counting backward from the date of bid submission deadline):

- (a) For Lot No. 1: US\$120,000 or equivalent in any freely convertible currency (ies) in not more than 2 contracts;
- (b) For Lot No.2: US\$ 120,000 or equivalent in any freely convertible currency (ies) in not more than 2 contracts;
- (c) For Lot No.3: US\$ 120,000 or equivalent in any freely convertible currency (ies) in not more than 2 contracts;
- (d) For Lot No.4: US\$ 120,000 or equivalent in any freely convertible currency (ies) in not more than 2 contracts;

(C) Manufacturer's Capability and Capacity

The Bidder shall furnish documentary evidence that the proposed Manufacturer(s) meets the following requirements (if bidder itself is the manufacturer, then it shall meet the following requirements):

- (i) Manufacturer has manufactured and marketed the specific goods covered by this Bidding Document, e.g Auto Disable (AD) Syringe (one ml) for at least last two (2) years, and for similar Goods (any pharmaceutical products) for at least last five (5) years [years counting backward from the date of bid submission deadline];

(ii) Manufacturer have documentary evidence having Annual Production Capacity of at least FOUR times of the offered quantities.

[Bidders participating in more than one lot must have cumulative Annual Production Capacity for the participating lots].

D. In addition, the following documents needs to be included with the bid:

- (i) in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:
 - (a) is incorporated in the country of manufacture of the Goods;
 - (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods;
 - (c) has manufactured and marketed the specific goods covered by this Bidding Document, for at least two (2) years, and for similar Goods for at least five (5) years;

- (d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission;
- (ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce,
 - (a) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to supply the Goods in the Purchaser's country; and

The Bidder shall also submit the following additional information:

- (a) a statement of installed manufacturing capacity of the proposed manufacturer;
- (b) copies of its audited financial statements for the past three fiscal years;
- (c) details of on-site quality control laboratory facilities and services and range of tests conducted;
- (d) list of major supply contracts conducted within the last five years;
- (e) Certificate of incorporation/Certificate of registration/Trade license (which one is applicable);

Section IV. Bidding Forms

Table of Forms

Letter of Bid	33
Bidder Information Form	35
Bidder's JV Members Information Form	36
Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported	38
Price Schedule: Goods Manufactured Outside the Purchaser's Country, already imported*	39
Price Schedule: Goods Manufactured in the Purchaser's Country	42
Form of Bid Security	44
Form of Bid Security (Bid Bond)	46
Form of Bid-Securing Declaration	47
Manufacturer's Authorization	48
Specimen Certificate of a Pharmaceutical Product	49

Letter of Bid

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: All italicized text is for use in preparing these form and shall be deleted from the final products.

Date: **[insert date (as day, month and year) of Bid Submission]**

ICB No.: **[insert number of bidding process]**

Invitation for Bid No.: **[insert identification]**

Alternative No.: ***[insert identification No if this is a Bid for an alternative]***

To: ***[insert complete name of Purchaser]***

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8)___;
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration in the Purchaser's country in accordance with ITB 4.6
- (d) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: ***[insert a brief description of the Goods and Related Services];***
- (e) The total price of our Bid, excluding any discounts offered in item (f) below is:
 In case of only one item/lot, total price of the Bid ***[insert the total price of the bid in words and figures, indicating the various amounts and the respective currencies];***
[In case of multiple items/lots, total price of each item/lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies];
[In case of multiple lots, total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];
- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: ***[Specify in detail each discount offered.]***
 - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: ***[Specify in detail the method that shall be used to apply the discounts];***
- (g) Our bid shall be valid for a period of ***[specify the number of calendar days]*** days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (i) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.2(e), other than alternative bids submitted in accordance with ITB 13;
- (j) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (k) We are not a government owned entity/ We are a government owned entity but meet the requirements of ITB 4.5;¹

¹Bidder to use as appropriate

- (l) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: ***[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]***

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (m) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* ***[insert complete name of person signing the Bid]***

Name of the person duly authorized to sign the Bid on behalf of the Bidder** ***[insert complete name of person duly authorized to sign the Bid]***

Title of the person signing the Bid ***[insert complete title of the person signing the Bid]***

Signature of the person named above ***[insert signature of person whose name and capacity are shown above]***

Date signed ***[insert date of signing]*** day of ***[insert month]***, ***[insert year]***

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Bidder's JV Members Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.3. <input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Price Schedule Forms

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by the Purchaser in the Schedule of Requirements.]*

Price Schedule: Goods Manufactured Outside the Purchaser's Country, to be Imported

(Group C bids, goods to be imported)										Date: _____			
Currencies in accordance with ITB 15										ICB No: _____			
										Alternative No: _____			
										Page N° _____ of _____			

1	2	3	4	5	6	7			8	9	10	11	12	13	14
Product code	Product	Strength	Dose form	Unit pack size	Qty. offered	Unit prices			Total unit price [a+b+c]	Total price per item [6 x 8]	Local agent's commission as a % of CIP price included in quoted price	Shipment weight and volume	Name of manufacturer	Ctry. of origin	Pharmacopoeial standard
						[a] CIP name and place of destination (specify one)	[b] Inland transp., insurance & other local costs incidental to delivery if specified	[c] Other incidental costs as defined in the SCC							

Total Bid Price:
 Currency:
 In figures:
 In words:

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

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

Note:

- (i) Column 7[b] Custom Duties and Import Taxes paid should be supported by documentary evidence..

Total Bid Price:

Currency:

In figures:

In words:

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

** [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

Total Bid Price:

Currency:

In figures:

In words:

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

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

**Form of Bid Security
(Bank Guarantee)**

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Purchaser to insert its name and address]*

IFB No.: *[Purchaser to insert reference number for the Invitation for Bids]*

Alternative No.: *[Insert identification No if this is a Bid for an alternative]*

Date:*[Insert date of issue]*

BID GUARANTEE No.:*[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Purchaser]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Purchaser]* as Obligee (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*²*[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the ___ day of _____, 20___, for the supply of *[name of Contract]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20___.

Principal: _____ Surety: _____

Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

² The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

Bid No.: *[number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Purchaser]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the bid.]

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Specimen Certificate of a Pharmaceutical Product
Certificate of a Pharmaceutical Product¹

This certificate conforms to the format recommended by the World Health Organization (*general instructions and explanatory notes attached*).

No. of certificate: _____

Exporting (certifying) country: _____

Importing (requesting) country: _____

1. Name and dosage form of product:

1.1 Active ingredients² and amount(s) per unit dose.³

For complete qualitative composition including excipients, see attached.⁴

1.2 Is this product licensed to be placed on the market for use in the exporting country?⁵
 yes/no (*key in as appropriate*)

1.3 Is this product actually on the market in the exporting country? yes/no/unknown
 (*key in as appropriate*)

If the answer to 1.2 is yes, continue with section 2A and omit section 2B.

If the answer to 1.2 is no, omit section 2A and continue with section 2B.⁶

2A. 1 Number of product license⁷ and date of issue:

2A.2 Product-license holder (name and address):

2A.3 Status of product-license holder:⁸ a/b/c (*key in appropriate category as defined in note 8*)

2A.3.1 For categories b and c the name and address of the manufacturer producing the dosage form are:⁹

2A.4 Is Summary Basis of Approval appended?¹⁰ yes/no (*key in as appropriate*)

2A.5 Is the attached, officially approved product information complete and consonant with the license?¹¹ yes/no/not provided (*key in as appropriate*)

2A.6 Applicant for certificate, if different from license holder (name and address):¹²

2B. 1 Applicant for certificate (name and address):

2B.2 Status of applicant: a/b/c (*key in appropriate category as defined in note 8*)

2B.2.1 For categories b and c the name and address of the manufacturer producing the dosage form are:⁹

2B.3 Why is marketing authorization lacking?

not required/not requested/under consideration/refused (*key in as appropriate*)

2B.4 Remarks:¹³

3. Does the certifying authority arrange for periodic inspection of the manufacturing plant in which the dosage form is produced?

yes/no/not applicable¹⁴ (*key in as appropriate*)

If no or not applicable proceed to question 4.

3.1 Periodicity of routine inspections (years): _____

3.2 Has the manufacture of this type of dosage form been inspected?

yes/no (*key in as appropriate*)

3.3 Do the facilities and operations conform to GMP as recommended by the World Health Organization?¹⁵

yes/no/not applicable¹⁶(*key in as appropriate*)

4. Does the information submitted by the applicant satisfy the certifying authority on all aspects of the manufacture of the product?¹¹

yes/no (*key in as appropriate*)

If no, explain: _____

Address of certifying authority: _____

Telephone number: _____ Fax number: _____

Name of authorized person: _____

Signature: _____

Stamp and date: _____

General instructions

Please refer to the guidelines for full instructions on how to complete this form and information on the implementation of the Scheme.

The forms are suitable for generation by computer. They should always be submitted as hard copy, with responses printed in type rather than handwritten.

Additional sheets should be appended, as necessary, to accommodate remarks and explanations.

Explanatory notes

¹ This certificate, which is in the format recommended by WHO, establishes the status of the pharmaceutical product and of the applicant for the certificate in the exporting country. It is for a single product only since manufacturing arrangements and approved information for different dosage forms and different strengths can vary.

² Use, whenever possible, international nonproprietary names (INNs) or national nonproprietary names.

³ The formula (complete composition) of the dosage form should be given on the certificate or be appended.

⁴ Details of quantitative composition are preferred, but their provision is subject to the agreement of the product-license holder.

⁵ When applicable, append details of any restriction applied to the sale, distribution, or administration of the product that is specified in the product license.

⁶ Sections 2A and 2B are mutually exclusive.

⁷ Indicate, when applicable, if the license is provisional or if the product has not yet been approved.

⁸ Specify whether the person responsible for placing the product on the market:

(a) manufactures the dosage form;

(b) packages and/or labels a dosage form manufactured by an independent company; or

(c) is involved in none of the above.

⁹ This information can be provided only with the consent of the product-license holder or, in the case of non-registered products, the applicant. Noncompletion of this section indicates that the party concerned has not agreed to inclusion of this information. It should be noted that information concerning the site of production is part of the product license. If the production site is changed, the license must be updated or it will cease to be valid.

¹⁰ This refers to the document, prepared by some national regulatory authorities, that summarizes the technical basis on which the product has been licensed.

¹¹ This refers to product information approved by the competent national regulatory authority, such as a Summary of Product Characteristics (SPC).

- ¹² In this circumstance, permission for issuing the certificate is required from the product-license holder. This permission must be provided to the authority by the applicant.
- ¹³ Please indicate the reason that the applicant has provided for not requesting registration:
- (a) The product has been developed exclusively for the treatment of conditions—particularly tropical diseases—not endemic in the country of export.
 - (b) The product has been reformulated with a view to improving its stability under tropical conditions.
 - (c) The product has been reformulated to exclude excipients not approved for use in pharmaceutical products in the country of import.
 - (d) The product has been reformulated to meet a different maximum dosage limit for an active ingredient.
 - (e) Any other reason, please specify.
- ¹⁴ Not applicable means that the manufacture is taking place in a country other than that issuing the product certificate and inspection is conducted under the aegis of the country of manufacture.
- ¹⁵ The requirements for good practices in the manufacture and quality control of drugs referred to in the certificate are those included in the thirty-second report of the Expert Committee on Specifications for Pharmaceutical Preparations (WHO Technical Report Series, No. 823, 1992, Annex 1). Recommendations specifically applicable to biological products have been formulated by the WHO Expert Committee on Biological Standardization (WHO Technical Report Series, No. 822, 1992, Annex 1).
- ¹⁶ This section is to be completed when the product-license holder or applicant conforms to status (b) or (c) as described in note 7 above. It is of particular importance when foreign contractors are involved in the manufacture of the product. In these circumstances the applicant should supply the certifying authority with information to identify the contracting parties responsible for each stage of manufacture of the finished dosage form, and the extent and nature of any controls exercised over each of these parties.

Section V. Eligible Countries

Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement

In reference to ITB 4.7 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this bidding process:

Under ITB 4.7(a) and 5.1:**Israel**

Under ITB 4.7(b) and 5.1:**None**

Section VI. Bank Policy - Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.³ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;⁴;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁵
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;⁶
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁷
 - (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

³ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁴ For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁵ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

⁶ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁷ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,⁸ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated⁹;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

⁸ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

⁹ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

PART 2 – Supply Requirements

Section VII. Schedule of Requirements

Contents

1. List of Goods and Delivery Schedule	57
2. Technical Specifications	58
3. Inspections and Tests	60

1. List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder]

Lot No.	Description of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in BDS	Delivery (as per Incoterms) Date	
					Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
01	Auto Disable (AD) Syringe (one ml)	02 (two) million	Syringe	CIP, Central Warehouse, Family Planning, Mohakhali, Dhaka, Bangladesh	Delivery of the entire quantity shall have to be completed to the final destination within 98 days from the date of contract signing. ¹⁰	insert the number of days following the date of Contract signing]
02	Auto Disable (AD) Syringe (one ml)	02 (two) million	Syringe			insert the number of days following the date of Contract signing]
03	Auto Disable (AD) Syringe (one ml)	02 (two) million	Syringe			insert the number of days following the date of Contract signing]
04	Auto Disable (AD) Syringe (one ml)	02 (two) million	Syringe			insert the number of days following the date of Contract signing]

¹⁰this includes maximum 14 calendar days for L/C opening (in case the goods are to be imported from outside the Purchaser's country). If there is inordinate delay in opening L/C (i.e. beyond 14 calendar days) after signing of contract, supplier shall be allowed with corresponding increase (i.e. days beyond 14 days) in delivery date.

2. Technical Specifications

Syringe, Auto-Disable (AD) 1.0 ml.

General Description:

Fixed dose Auto-disable(AD) Syringe 1.0 ml, with fixed needle and protective cap, blister-packed.

- **Technical Specifications:**

Fixed dose Auto Disable (AD) Syringe, standard form, taking the volume of the vial of at least 1.05 ml to maximum 1.20 ml allowing convenient uptake of the fixed dose volume of injectable liquid and proper application of the same. Insulin type Syringes are not acceptable. The syringe shall be automatically rendered unusable when it has delivered the full dose of DMPA. Barrel sufficiently transparent to allow easy measurement of the volume contained in the syringe and detection of air bubbles

Per set volume limit.

- Syringe capacity 1.0 ml
- Graduated scale on the barrel easy to read.
- Graduation, three marking 0, 0.5, 1.0
- Fixed needle with protective cap
- Needle size: 22Gx1 inc. (0.7x25mm).
- Total syringe Length : 120 ±3 mm
- Barrel Length : 71.00 ± 4 mm
- Barrel Outer Diameter : 11 ± 1.5 mm
- Barrel Inner Diameter : 10 ± 1 mm
- Plunger Length : 67.00 ± 1 mm

EO Sterilization, Non Toxic, Non Pyrogenic & Leak proof.

Material:

- Syringe: Polypropylene (pp)
- Needle: Stainless steel, Disposable, Sterile (Ethylene Oxide sterilization), Non Toxic & Non Pyrogenic
- Shelf life: Minimum 5 (five) years from the date of manufacture and 5/6th from the date of received goods.

Packaging and labeling:

- Primary packaging: Unit of use.
- 1 sterile syringe packed in an individual sterilized peel-pack made of Blister paper and film, 10 sterile blister pack syringe attached with each other but each syringe can be separated easily.

Labeling on the primary packaging:

- Description of the product
- Address of Manufacturer
- Name and/or trade mark of the manufacturer.
- Manufacturer's product reference.

The word "sterile" (or equivalent harmonized symbol).

Sterilization method" (or equivalent harmonized symbol).

Lot number prefixed by the word "LOT" (or equivalent harmonized symbol).

Expiry date by year and month, prefixed by the word "EXP" (or equivalent harmonized symbol).

The words "for single use" (or equivalent harmonized symbol.)

The words "check the integrity of the individual sterilized pack before use"(if space allows).
The words "destroy after use"(if space allows).

Secondary packaging: Protected unit.

Address of Manufacturer

1 box of (10 x 10) 100 blister packed syringes.

Labeling on the secondary packaging:

Name and/or trade mark and address of the manufacturer.

Manufacturer's product reference.

Type of product and main characteristics.

The word "sterile" (or equivalent harmonized symbol).

Sterilization method (or equivalent harmonized symbol).

Lot number prefixed by the word "LOT" (or equivalent harmonized symbol).

Expiry date by year and month, prefixed by the word "EXP" (or equivalent harmonized symbol.).

The words "for single use" (or equivalent harmonized symbol)

The words "check the integrity of the individual sterilized pack before use".

The words "destroy after use".

Number of units per secondary packaging;

Information for particular storage conditions

(Temperature, pressure, light, humidity, etc.), as appropriate (or equivalent harmonized symbol.)

Instruction for use can be indicated on a separate insert.

Instructions for use:

Injection safety:

The syringe is sterile, ready for immediate use and is for single use ONLY.

Check the integrity of the packaging before opening.

Do not use the syringe if the packaging is not sealed or is pierced.

NEVER recap the needle after use and IMMEDIATELY dispose of the mounted syringe and needle into a puncture-proof safety container.

Quality standard:

All manufacturers should have a valid certificate showing compliance with quality systems standards: ISO 13485/ISO13488

All products should conform the Standard ISO 7886-4and WHO PQS E13/086

Preference will be given to product from manufacturers who comply with regulations: CE(CE mark number), FDA approved(510(k) number or license number from Australia, Canada or Japan.

Certificate to this effect are to be enclosed with the offer

ISO & CE or FDA approved Certificate to this effect are to be enclosed with the offer.

Prior Registration or No Objection Certificate under Drug Administration is to be enclosed with the offer.

GMP, COPPor Free Sales Certificate must be enclosed with the offer.

N.B: Mention or type on each syringed packet, Box and Cartoon.

"পরিবারপরিকল্পনাঅধিদপ্তরেরসম্পদ, বিক্রয়ের জন্য নয়," with Red [Permanent Ink](#).

2 boxes of 100 blister packed syringes shall be submitted as sample with bidding documents.

3. Inspections and Tests

The following inspections and tests shall be performed:

Inspection prior to Shipment or Delivery of goods:

1. Inspection may be done to ascertain whether the goods are in conformity to the requirement of the contract or not.
2. The related costs of the Purchaser's Agent for the Pre shipment of goods shall be borne by the Purchaser. The cost of subsequent inspection(s) due to rejection of goods at the first inspection shall be borne by the supplier.

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

The Supplier shall notify the Purchaser for inspection of the Goods at least thirty five (35) days prior to the date or dates the goods shall be ready for inspection at its premises.

The right of the Purchaser to inspect the goods shall be considered waived if it fails to intimate the Supplier of its decision to inspect the goods 14 (fourteen) days prior to the date when the goods would have been ready for inspection. In such case the Supplier shall ship the goods without pre-shipment inspection by the Purchaser. However, such waiver shall not relieve the supplier from its obligations under the provisions of GCC Clause 28, Warranty.

3. For goods supplied from outside of Bangladesh, irrespective of whether the pre shipment inspection is done by the Purchaser or not, the Supplier shall submit with each shipment, the Batch certificates of analysis in conformity with WHO GMP issued by the Manufacturer.

Post Shipment Inspections:

Post shipment inspection and test shall be performed at the Place of Central Warehouse, Mohakhali, Dhaka, Bangladesh after receiving the delivery of the required goods. It will be carried out by the purchaser or its designated representative/Assigned officer or Standing Board to verify that (a) the goods are supplied in conformity to the specification, (b) the quantity of the goods conformed to the number specified in the Schedule of Requirement. (c) The goods are fresh and not damaged or partly damaged and (d) the cartons and inner packages are of fresh condition and not torn out. (e) other related production data are provided.

If the purchaser could not find the goods or any part thereof, cartons and inner packages in conformity with the specification and standard and specified quantities, then the purchaser will reject the goods. In such case, the Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specification and standard, at no cost to the Purchaser, within 56 (fifty six) days of the receipt of goods.

PART 3 - Contract

Section VIII. General Conditions of Contract

Table of Clauses

1. Definitions	63
2. Contract Documents.....	63
3. Fraud and Corruption	63
4. Interpretation.....	64
5. Language.....	64
6. Joint Venture, Consortium or Association	65
7. Eligibility	65
8. Notices	65
9. Governing Law	65
10. Settlement of Disputes	65
11. Inspections and Audit by the Bank	66
12. Scope of Supply	66
13. Delivery and Documents.....	66
14. Supplier's Responsibilities.....	66
15. Contract Price	66
16. Terms of Payment	66
17. Taxes and Duties	66
18. Performance Security.....	67
19. Certification of Goods in Accordance with Laws of the Purchaser's Country	67
20. Confidential Information	67
21. Subcontracting	68
22. Specifications and Standards	68
23. Packing and Documents.....	68
24. Insurance.....	68
25. Transportation and Incidental Services.....	68
26. Inspections and Tests	69
27. Liquidated Damages	70
28. Warranty	70
29. Patent Indemnity	71
30. Limitation of Liability.....	72
31. Change in Laws and Regulations.....	72
32. Force Majeure	73
33. Change Orders and Contract Amendments.....	73
34. Extensions of Time	73
35. Termination.....	74
36. Assignment	75
37. Export Restriction	75

Section VIII. General Conditions of Contract

1. **Definitions**
 - 1.1 The following words and expressions shall have the meanings hereby assigned to them:
 - (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (b) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - (d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
 - (e) “Day” means calendar day.
 - (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (g) “GCC” means the General Conditions of Contract.
 - (h) “Goods” means all of the pharmaceuticals including nutritional supplement and oral and injectable forms of contraception, vaccines, and condoms Supplier is required to supply to the Purchaser under the Contract.
 - (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).
 - (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified 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) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (m) “SCC” means the Special Conditions of Contract.
 - (n) “Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
 - (o) “The Project Site,” where applicable, means the place named in the SCC.
2. **Contract Documents**
 - 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3. **Corrupt and Fraudulent Practices**
 - 3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix to the GCC.
 - 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other

- party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.
- 4.3 Entire Agreement
The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.4 Amendment
No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.5 Nonwaiver
- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.6 Severability
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 5. Language**
- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
- 9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s country when
- (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
- 10 Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) 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. 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. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 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.
- 11. Inspections and Audit by the Bank**
- 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
- 11.2 The Supplier shall permit, and shall cause its Subcontractors to permit, the Bank and/or persons appointed by the Bank to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 12. Scope of Supply**
- 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
- 13. Delivery and Documents**
- 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
- 14. Supplier's Responsibilities**
- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 15. Contract Price**
- 15.1 Prices charged by the Supplier for the Goods supplied and the Related 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**.
- 16. Terms of Payment**
- 16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC**.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the bid price is expressed.
- 16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.
- 17. Taxes and Duties**
- 17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 17.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license

- fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- 18. Performance Security**
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC**.
- 18.2 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.
- 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
- 18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) 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**.
- 19. Certification of Goods in Accordance with Laws of the Purchaser's Country**
- 19.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Purchaser's country. The Purchaser undertakes to cooperate with the Supplier to facilitate registration of the Goods for use in the Purchaser's country.
- 19.2 Unless otherwise **specified in the SCC**, the Contract shall become effective on the date ("the Effective Date") that the Supplier receives written notification from the relevant authority in the Purchaser's country that the Goods have been registered for use in the Purchaser's country.
- 19.3 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 19.2 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.
- 20. Confidential Information**
- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any

- purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- 21. Subcontracting**
- 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22. Specifications and Standards**
- 22.1 The Goods supplied under this Contract shall conform to technical specifications and standards mentioned in Section VII, Schedule of Requirements 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.
- 23. Packing and Documents**
- 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, 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.
- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.
- 24. Insurance**
- 24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
- 25. Transportation and Incidental**
- 25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

Services

- 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC**:
- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- 25.3 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

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or the manufacturer, at point of delivery, and/or at the Goods' final destination, or in another place in the Purchaser's Country as specified in the **SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or the manufacturer, all reasonable facilities and assistance, including access to production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- (a) Said inspection and testing is for the Purchaser's account. In the event that inspection and testing is required prior to dispatch, the Goods shall not be shipped unless a satisfactory inspection and quality control report has been issued in respect of those Goods.
 - (b) The Supplier may have an independent quality test conducted on a batch ready for shipment. The cost of such tests will be borne by the Supplier.
 - (c) Upon receipt of the Goods at place of final destination, the Purchaser's representative shall inspect the Goods or part of the Goods to ensure that they conform to the condition of the Contract and advise the Purchaser that the Goods were received in apparent good order. The Purchaser will issue an

Acceptance Certificate to the Supplier in respect of such Goods (or part of Goods). The Acceptance Certificate shall be issued within ten (10) days of receipt of the Goods or part of Goods at place of final destination.

- 26.5 Where the Supplier contests the validity of the rejection by the Purchaser or his representative, of any inspection as required by 26.4 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;
- 26.6 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.7 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.8 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.9 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.7, shall release the Supplier from any warranties or other obligations under the Contract.
- 27. Liquidated Damages** 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all 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 those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
- 28. Warranty** 28.1 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 of five-sixths (5/6) of the specified shelf life upon delivery at port/airport of entry for goods with a

shelf life of more than two years and three-fourths (3/4) for goods with a shelf life of two years or less, unless otherwise **specified in the SCC**; have “overages” within the ranges set forth in the Technical Specifications, where applicable; are not subject to recall by the applicable regulatory authority due to unacceptable quality or an adverse drug reaction; and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.

28.2 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.

28.3 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.

28.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 28.2 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.

28.5 *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.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably

inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30 Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 29,

(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, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such

- additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
- 32. Force Majeure**
- 32.1 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.
- 32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 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.
- 33. Change Orders and Contract Amendments**
- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or 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
 - (d) the Related Services to be provided by the Supplier.
- 33.2 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 in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract 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.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 34. Extensions of Time**
- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.

- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such 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

35.3 Termination for Convenience.

- (a) The Purchaser, by 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.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) 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:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an

agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

- 36. Assignment** 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
- 37. Export Restriction** 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

APPENDIX TO GENERAL CONDITIONS

Bank's Policy- Corrupt and Fraudulent Practices

(text in this Appendix shall not be modified)

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption:

1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹¹ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹²;
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹³
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹⁴
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;¹⁵
 - (v) "obstructive practice" is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors,

¹¹ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹² For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹³ For the purpose of this sub-paragraph, “*party*” refers to a public official; the terms “*benefit*” and “*obligation*” relate to the procurement process or contract execution; and the “*act or omission*” is intended to influence the procurement process or contract execution.

¹⁴ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

¹⁵ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

- service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹⁶ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹⁷;
 - (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

¹⁶ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁷ A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Section IX. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: Bangladesh.
GCC 1.1(j)	The Purchaser is: Directorate General of Family Planning, 6, Kawranbazar, Dhaka-1215.
GCC 1.1 (o)	The Project Site(s)/Final Destination(s) is: Central Warehouse, Family Planning, Mohakhali, Dhaka, Bangladesh.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties there under shall not be as prescribed by Incoterms, they shall be as prescribed by: N/A.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms2010
GCC 5.1	The language shall be: English.
GCC 8.1	For notices , the Purchaser's address shall be: Attention: Director (Logistics & Supply) and Line Director (Procurement, Storage and Supply Management) Street Address: Directorate General of Family Planning, 6, Karwanbazar, Dhaka-1215, Bangladesh. Floor/Room number: Room No.01 (5 th floor), City: Dhaka ZIP Code: 1215 Country: Bangladesh. Telephone: 880-2-9101232 Facsimile number: 880-2-9101232 Electronic mail address: dirlsdgfp@gmail.com
GCC 9.1	The governing law shall be the law of People's Republic of Bangladesh.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: (a) Contract with foreign Supplier: GCC 10.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. (b) Contracts with Supplier national of the Purchaser's country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country (Arbitration Act 2001).
GCC 13.1	For Goods supplied from abroad: Upon shipment, the Supplier shall notify the Purchaser and the insurance company in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and place of shipment, mode of transportation, and estimated date of arrival at place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected time of arrival, and the waybill number. The Supplier shall

fax and then send by courier the following documents to the Purchaser, with a copy to the insurance company:

- (i) three originals and two copies of the Supplier's invoice, showing Purchaser as Directorate General of Family Planning, 6, Kawranbazar, Dhaka-1215, Bangladesh; the Contract number, loan number, Goods description, quantity, unit price, and total amount. Invoices must be signed in original, stamped, or sealed with the company stamp/seal;
- (ii) one original and two copies of the negotiable, clean, on-board through bill of lading marked "freight prepaid" and showing Purchaser as Directorate General of Family Planning, 6, Kawranbazar, Dhaka-1215, Bangladesh and Notify Party as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and two copies of non-negotiable bill of lading, or three copies of railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked "freight prepaid" and showing delivery through to final destination as per the Schedule of Requirements;
- (iii) four copies of the packing list identifying contents of each package;
- (iv) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (v) one original of the manufacturer's or Supplier's Warranty Certificate covering all items supplied;
- (vi) one original of the Supplier's Certificate of Origin covering all items supplied;
- (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required);
- (viii) any other procurement-specific documents required for delivery/payment purposes.
- (ix) One original of the Certificate of Pharmaceutical Product as recommended by the WHO for each of the items supplied or Free Sales Certificate.
- (xi) Original copy of the certificate of weight issued by the port authority/licensed authority and six copies.
- (xii) For each batch, a Batch certificate of analysis in conformity with WHO GMP, issued by the manufacturer.

For Goods from within the Purchaser's country:

Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:

- (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, loan number; Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
- (ii) two copies of delivery note/delivery challan, railway consignment note, road consignment note, truck or air waybill, or multimodal transport document showing Purchaser as Directorate General of Family Planning, 6, Kawranbazar, Dhaka-1215, Bangladesh and delivery through to final destination as stated in the Contract;
- (iii) copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
- (iv) four copies of the packing list identifying contents of each package;

	<ul style="list-style-type: none"> (v) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (vi) one original of the Supplier's Certificate of Origin covering all items supplied; (vii) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) (viii) other procurement-specific documents required for delivery/payment purposes. (ix) For each batch a batch certificate of analysis in conformity with WHO GMP, issued by the manufacturer <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>
GCC 15.1	Prices shall be fixed and firm for the duration of the Contract.
GCC 16.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad: Payment of foreign currency portion shall be made through irrevocable letter of credit opened in favor of the Supplier in a bank in its country, in currency or currencies of the Contract Price in the following manner:</p> <ul style="list-style-type: none"> (i) On Shipment: Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 13.1. (ii) On Acceptance: Twenty (20) percent of the Contract Price of Goods received shall be paid within twenty eight (28) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. <p>Payment of local currency portion shall be made in Bangladesh Taka within twenty eight (28) days of presentation of an invoice (showing Purchaser's name; the Contract number, credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.</p> <p>Payment for Goods and Services supplied from within the Purchaser's country: Payment for Goods and Services supplied from within the Purchaser's country shall be made in the Bangladesh Taka . The currency conversion will be adjusted as per the date of payment as follows:</p> <ul style="list-style-type: none"> (i) On Delivery: Eighty (80) percent of the Contract Price of the Goods delivered shall be paid within twenty eight (28) days of submission of documents specified in GCC Clause 13.1 above by direct bank transfer to the Supplier's nominated bank account. (ii) On Acceptance: Twenty (20) percent of the Contract Price of Goods received shall be paid within twenty eight (28) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Contract number,

	credit number; description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.
GCC 16.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 90days. The interest rate that shall be applied is 3-month LIBOR rate plus one (1) percent for foreign currency portion of the payment and 12% per annum for BDT component of payment
GCC 18.1	A Performance Security shall be required and Performance Security shall be 10% of the contract price.
GCC 18.3	The Performance Security shall be in the form of a Demand Guarantee (Bank Guarantee) by a schedule bank of Bangladesh or any internationally recognized foreign bank located outside the Purchaser's Country. If the issuing bank located outside the Purchaser's country, it shall have a correspondent bank located in the Purchaser's Country to make it enforceable. The performance security must not be perforated, torn, sealed or signed by any party other than issuing bank.
GCC 18.4	Discharge of the Performance Security shall take place: After 28 days of expiration of the warranty period.
GCC19.1	The registration and other certification necessary to prove registration in Purchaser's country is Registration Certificate/No Objection certificate issued from DGDA before contract signing. In case of failure to obtain DGDA's Registration Certificate or No Objection Certificate before signing of the contract, the contract will be awarded to the next lowest evaluated responsive bidder.
GCC19.2	The Effective Date of the Contract is the date signing of Contract.
GCC19.3	Not Applicable.

GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>A packing list, showing the contents of each package/carton, shall be enclosed in a waterproof envelop and shall be secured to the inside of the packing carton/box. The carton shall be clearly marked with indelible red ink on front sides, with the following:</p> <ul style="list-style-type: none"> a) Contract no. with date: b) Name and address of the purchaser: c) Port of entry: d) country of origin: e) Gross weight: f) Net weight: g) Date of Manufacture: h) No. of packages: i) Brief description of contents: <p>Marking : “পরিবারপরিকল্পনাঅধিদপ্তরেরসম্পদ, বিক্রয়ের জন্য নয় ” (with red permanent ink)</p> <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package / carton.</p> <p>All materials used for packing shall be environmentally neutral.</p> <p>Additional marking and documentation within and outside the packages shall be: Director (Logistics & Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, 6, Karwan Bazar, Dhaka-1215, Bangladesh.</p>
CC 24.1	<p>The insurance coverage shall be as specified in the Incoterms: 110% of the invoice value of the goods from “Warehouse” to “Warehouse” on all risks” basis including war risks and strikes.</p>
GCC 25.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
GCC 25.2	<p>Incidental services to be provided are:covered under GCC Clause 25.2</p>

GCC 26.1	<p>The related costs of the Purchaser's Agent for the Pre shipment of goods shall be borne by the Purchaser. The cost of subsequent inspection(s) due to rejection of goods at the first inspection shall be borne by the supplier.</p> <p>Inspection and tests prior to shipment of Goods and at final acceptance are as follows:</p> <p>The Supplier shall notify the Purchaser for inspection of the Goods at least thirty five (35) days prior to the date or dates the goods shall be ready for inspection at its premises.</p> <p>The right of the Purchaser to inspect the goods shall be considered waived if it fails to intimate the Supplier of its decision to inspect the goods 14 (fourteen) days prior to the date when the goods would have been ready for inspection. In such case the Supplier shall ship the goods without pre-shipment inspection by the Purchaser. However, such waiver shall not relieve the supplier from its obligations under the provisions of GCC Clause 28, Warranty.</p> <p>Inspection Prior to Shipment: Inspection may be done to ascertain whether the goods are in conformity to the requirement of the contract or not.</p> <p>Inspection at the Premises of the Purchaser: Inspection and tests will be done to ascertain whether the goods are in conformity to the requirement of the contract or not.</p> <p>For goods supplied from outside Bangladesh, irrespective of whether Pre-shipment Inspection is done by the purchaser or not, the supplier shall submit with each shipment, the batch certificate of analysis in conformity with WHO GMP. The batch certificate shall be issued by the manufacturer.</p> <p>The purchaser shall inspect and/or test the goods at the final destination. Unless the full quantity of the goods is supplied according to the schedule of requirements or each shipment conforms to the specifications, the purchaser will not accept the goods and will not issue the acceptance certificate.</p>
GCC 26.2	<p>The Inspections and tests shall be conducted as follows:</p> <p>Inspection Prior to Delivery: Inspection and tests prior to shipment of Goods at supplier's premise.</p> <p>Post-shipment Inspection :</p> <p>Inspection and tests will be done at the premises of the Purchaser i.e. at CWH, Mohakhali Dhaka, Bangladesh by the standing board comprised of user, experts and procuring entity officials to ascertain the goods are in conformity with the requirement of the contract.</p>
GCC 27.1	The liquidated damage shall be 0.5% (Zero point five percent)per week.
GCC 27.1	The maximum amount of liquidated damages shall be 10%(Ten percent).
GCC 28.1	No changes to GCC 28.1
GCC 28.4	The period for replacement shall be 56 days.

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

Letter of acceptance.....	85
Contract Agreement.....	86
Performance Security.....	88
Advance Payment Security.....	90

1. Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: *[name and address of the Supplier]*

Subject: **Notification of Award Contract No.**

This is to notify you that your Bid dated *[insert date]* for execution of the
[insert name of the contract and identification number, as given in the SCC]. for
the Accepted Contract Amount of*[insert amount in numbers and words and name of
currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby
accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the
Conditions of Contract, using for that purpose the of the Performance Security Form included in
Section X, Contract Forms, of the Bidding Document.

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract Agreement

2. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

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

BETWEEN

- (1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called “the Purchaser”), of the one part, and
- (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”), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Bid
 - (c) the Addenda Nos. _____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules)
 - (h) any other document listed in GCC as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: *[insert signature]*

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

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of [*insert title or other appropriate designation*]
in the presence of [*insert identification of official witness*]

3. Performance Security

Bank Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of *_ [insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (*[insert amount in words]*),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

4. Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758,except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.