

Government of the Peoples' Republic of Bangladesh
Directorate General of Family Planning
6, Kawran Bazar, Dhaka-1215

DGFP/L&S-2/2010-2011/6619/

Date October, 2010

Invitation for Tender

To: M/S Essential Drugs Company Limited.
395-397 , Tejgaon I/A
Dhaka-1208

Subject: **Request for submission of Tender for 150 million pcs of Male Latex Condom Contract Package no GFP/LP/Rev/10-11/02 from GoB Revenue Budget, under HNPSP.**

Dear Sir,

The Directorate General of Family Planning has a budget provision in revenue head under economic code of 4865 (Contraceptive commodity) approved for the year 2010-2011. As per the requirement of the Operational Plan of Field Services Delivery Programme, the Directorate General of Family Planning intends to spend the amount to eligible payment for procurement of **Male Latex Condom under Contract Package no GFP/LP/Rev/10-11/02** through Direct Procurement Method from your company following Public Procurement Rules 2008.

Director (Logistic and Supply) and Line Director (Procurement Storage and Supply Management), Directorate General of Family Planning now invites you to submit the price in the format provided herewith the tender documents for the supply of **150 million pcs of Male Latex Condom** as per the following specifications, terms and conditions

- | | | | |
|----|-----------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------|
| a. | Contract Identification No | : | Contract Package no GFP/LP/Rev/10-11/02 |
| b. | Title of the item | : | Procurement of Male Latex Condom
[Brand: Nirapad (with GOB logo)] |
| c. | Quantity Required | : | 150 (One hundred and fifty) million pieces. |
| d. | Specification | : | As per the attached Technical Specification |
| e. | Delivery | : | Total quantity to be delivered within 31 st May 2011 to the central warehouse, Mohakhali, Dhaka starting from November 2010. |
| f. | Date of Submission of offer | : | Please submit offer by 30 October, 2010 |
| g. | Validity of the offer | : | Validity will be 120 days from the receipt of the offer. |
| h. | Performance Security | : | 10 % of the total contract price. |

(Md. Kafil Uddin)
Director (Logistic and Supply) &
Line Director (PSSM)
Tel: 8144049

Enclosed :Documents for Procurement
of 150 million pieces of condom.

Copy: P.A to DG, DGFP.

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

Tender Document for Procurement of
150 million pieces of MALE LATEX CONDOMS

Through
Direct Procurement Method.

Under
Health, Nutrition and Population Sector Program
GOB Revenue Budget
Contract Package No- GFP/LP/Rev/10-11/02

Name of the Purchaser:
Director (Logistics and Supply) and
Line Director (Procurement, Storage and Supply Management)
Directorate General of Family Planning,
6, Karwan Bazar, Dhaka 1215, Bangladesh
Telephone: 880-2-8814409 Fax: 880-2-9124523.

Section 1. Instructions to Tenderers

A. General

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|-----------------------------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Scope of Tender | 1.1 | The Purchaser, as indicated in the Tender Data Sheet (TDS), issues this Tender Document for the supply of Goods, and Related Services incidental thereto, as specified in the TDS and as detailed in Section 6: Schedule of Requirements. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS. |
| | 1.2 | The successful Tenderer will be required to complete the delivery of the goods and related services (when applicable) as specified in the Particular Conditions of Contract (PCC). |
| | 1.3 | Throughout this Tender Document:

(a) the term “in writing” means communicated in written form 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 Purchaser has been allocated public funds as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued. |
| | 2.2 | For the purpose of this provision, “public funds” means any monetary resources appropriated to procuring entities under Government budget, or revenues generated by statutory bodies and corporations or aid grants and credits put at the disposal of procuring entities by the development partners through the Government. |
| | 2.3 | Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement. |
| 3. Corrupt, Fraudulent, Collusive or Coercive | 3.1 | The Government requires that Purchasers, as well as Tenderers and Suppliers shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds. |

Practices

- 3.2 In pursuance of this requirement, the Purchaser shall:
- (a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and
 - (b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;

if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.

- 3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it shall, in the first place, allow the Tenderer to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and the Purchaser related to matters of alleged fraud or corruption shall be in writing.

- 3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

- (a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual, a gratuity in any form, an employment, or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;
- (b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution of a contract to the detriment of the Purchaser;
- (c) “*collusive practice*” means a scheme or arrangement among two or more Tenderers, with or without the knowledge of the Purchaser (prior to or after Tender submission), designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
- (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings, or affect the execution of a contract.

- 3.5 The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 38.1(c).

- 3.6 The Government requires that the Purchaser’s personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings.

4. Eligible 4.1 This Invitation for Tenders is open to eligible Tenderers from all countries,

6.3 The costs of visiting the Site shall be at the Tenderer's own expense.

B. Tender Document

7. Tender Document: Sections
- 7.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.
- Section 1 Instructions to Tenderers (ITT)
 - Section 2 Tender Data Sheet (TDS)
 - Section 3 General Conditions of Contract (GCC)
 - Section 4 Particular Conditions of Contract (PCC)
 - Section 5 Tender and Contract Forms
 - Section 6 Schedule of Requirements
 - Section 7 Technical Specifications
 - Section 8 Drawings
- 7.2 The Purchaser will reject any Tender submission if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 7.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.
8. Tender Document: Clarification
- 8.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address indicated in the TDS. The Purchaser will respond in writing to any request for clarification received no later than seven (7) days prior to the deadline for submission of Tenders.
- 8.2 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 8.3 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 10 and ITT Sub-Clause 30.3.
9. Tender Document: Pre-Tender Meeting
- 9.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, invite prospective Tenderers to a Pre-Tender Meeting at the place, date and time as specified in the TDS. Tenderers are encouraged to attend the meeting, if it is held.
- 9.2 The Tenderer is requested to submit any questions in writing so as to reach the Purchaser not later than five (5) days prior to the date of the meeting.

- 9.3 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within seven (7) days to all those who purchased the Tender Document. Any modification to the Tender Document listed in ITT Sub-Clause 7.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Amendment pursuant to ITT Clause 10 and not through the minutes of the pre-Tender meeting.
- 9.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.
- 10. Tender Document: Amendment
 - 10.1 At any time prior to the deadline for submission of Tenders, the Purchaser for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
 - 10.2 Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
 - 10.3 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 30.3. In the event that an amendment is issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by the Purchaser, if so requested by a substantial number of Tenderers.

C. Qualification Criteria

- 11. General Criteria
 - 11.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract.
 - 11.2 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lots
- 12. Experience Criteria
 - 12.1 The Tenderer shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
 - (a) a minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
 - (b) specific experience in the supplying of similar goods and related services as specified in the TDS;
 - (c) a minimum production capacity or availability of equipment as specified in the TDS; and

- (d) in case of a Tenderer offering to supply goods which the Tenderer did not manufacture or otherwise produce, the Tenderer has been duly authorized by the goods' manufacturer or producer to supply the goods.

- 13. Financial Criteria
 - 13.1 The Tenderer shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
 - (a) The satisfactory completion of supply of similar goods of
 - (b) value stated in the TDS under a single contract in the last five years; and
 - (c) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.

D. Tender Preparation

- 14. Tender : Only One
 - 14.1 A Tenderer shall submit only one (1) Tender for each lot, either individually or as a Member in a JVCA. A Tenderer who submits or participates in more than one (1) Tender for each lot will cause all the Tenders with that Tenderer's participation to be rejected.
- 15. Tender: Preparation Costs
 - 15.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 16. Tender: Language
 - 16.1 The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English or Bangla language, unless specified otherwise in the TDS. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English or Bangla language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
 - 16.2 The Tenderer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 17. Tender: Contents of Tender
 - 17.1 The Tender prepared by the Tenderer shall comprise the following:
 - (a) the Tender Submission Sheet (Form G-1);
 - (b) the Price Schedule (Form G-2) completed in accordance with ITT Clauses 18, 20 and 21;
 - (c) Original Tender Security (Form G-6) completed in accordance with ITT Clause 27;
 - (d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 18;

- (e) alternative Tenders, if permitted, in accordance with ITT Clause 19;
 - (f) written confirmation authorising the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 28;
 - (g) documentary evidence in accordance with ITT Clause 22 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet (Form G-4) and the Manufacturer's Authorisation Letter (Form G-5), when applicable;
 - (h) documentary evidence in accordance with ITT Clauses 23 and 37 that the Goods and Related Services are of eligible origin and conform to the Tender Document;
 - (i) documentary evidence in accordance with ITT Clause 24 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and
 - (j) any other document as specified in the TDS.
18. Tender: Submission Sheet, Price Schedules and Specifications Submission Sheet
- 18.1 The Tenderer shall submit the completed Tender Submission Sheet (Form G-1) as furnished in Section 5: Tender and Contract Forms. This document shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the tender may be rejected as being non-responsive.
- 18.2 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form G-2) as furnished in Section 5: Tender and Contract Forms.
- 18.3 The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section 5: Tender and Contract Forms.
- 18.4 All the documents mentioned in ITT Sub-Clauses 18.1 to 18.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.
19. Tender: Alternatives
- 19.1 Unless otherwise stated in the TDS, alternative Tenders shall not be considered.
20. Tender: Prices and Discounts
- 20.1 The prices and discounts quoted by the Tenderer in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 20.2 All items for each lot, as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). For any item listed in the Schedule of Requirements, but not shown in the Price Schedule, it shall be assumed that the item is not included in the Tender. For any item listed in the Schedule of Requirements, but shown unpriced in the Price Schedule, it shall be assumed that the price is included in the prices of other items. In all cases the Tender shall be evaluated in accordance with ITT Sub-Clause 20.3.

- 20.3 Tenders are being invited either for individual lots or for any combination of lots and prices quoted shall correspond to 100% of the items and quantities specified for each lot. If so indicated in the TDS Contracts may be awarded on a lot-by-lot basis and Tenderers wishing to offer any price reduction for the award of more than one Contract shall specify in their Tender the price reductions applicable to each lot or combination of lots.
- 20.4 The Tenderer shall indicate on the Price Schedule (Form G-2) the unit prices (where applicable) and the total price of the lot it proposes to supply under the contract.
- 20.5 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) 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 : (i) on the components and raw materials used in the manufacture or assembly of goods quoted ex works or ex factory; or (ii) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom or off-the-shelf;
 - (b) any Purchaser country local taxes (VAT and other taxes) which will be payable on the goods if the contract is awarded;
 - (c) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the TDS; and
 - (d) the price of other related (incidental) services, if any, listed in the TDS.
- 20.6 The Tenderer's separation of price components in accordance with ITT Sub-Clause 20.5 will be solely for the purpose of facilitating the comparison of Tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 20.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS.
21. Tender: Currency 21.1 All prices shall be quoted in Bangladesh Taka.
22. Tenderer: Documents Establishing Eligibility 22.1 The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall:
- (a) complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section 5: Tender and Contract Forms; and
 - (b) if in accordance with ITT Sub-Clause 4.2, the Tenderer is an existing or intended JVCA, it must submit the Tenderer

Information Sheet (Form G-4) and a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorised signatories of all the parties to the existing or intended JVCA, as appropriate.

- 22.2 If so specified in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorisation Letter (Form G-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorised by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.
23. Goods and Related Services: Documents Establishing Eligibility
- 23.1 To establish the conformity of the Goods and Related Services to the Tender Document, the Tenderer shall furnish as part of its Tender the documentary evidence that the goods conform to Section 7: Technical Specifications.
- 23.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating the substantial responsiveness of the Goods and Related Services to those requirements of Section 7: Technical Specifications, and if applicable, a statement of deviations and exceptions. The Tenderer shall note that standards for workmanship, material, and equipment as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards/ brand names, etc. in its tender provided that it demonstrates to the Purchaser's satisfaction that substitutions ensure substantial equivalence.
- 23.3 The Tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the TDS, following commencement of the use of the goods by the Purchaser.
24. Tenderers: Documents Establishing Qualifications
- 24.1 Tenderers shall submit documentary evidence to meet the qualification criteria specified in Sub-Section C, Qualification Criteria of the ITT.
- 24.2 Tenderers shall submit the Tenderer Information Sheet (Form G-4) furnished in Section 5: Tender and Contract Forms.

- 24.3 Tenderers shall include the following information and documents with their Tenders:
- (a) total monetary value of similar goods supplied for each of the last five (5) years;
 - (b) details of major supplies of similar types of Goods over the last five (5) years, and clients who may be contacted for further information on those contracts;
 - (c) financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
 - (d) authority to seek references from the Tenderer's Bankers; and
 - (e) information on past (5 years) litigation in which the Tenderer has been involved or in which the Tenderer is currently involved.
- 24.4 Tenders submitted by a JVCA shall comply with the following requirements, and any other requirements as specified in the TDS:
- (a) the Tenderer shall include all the information listed in ITT Sub-Clause 24.3 for each JVCA Member;
 - (b) the Tender shall be signed so as to be legally binding on all Members;
 - (c) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (d) one of the Members will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all Members of the JVCA; and
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the Member in charge.
25. Tenderer: Disqualification
- 25.1 The Purchaser shall disqualify a Tenderer who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, the Purchaser may declare such a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.
- 25.2 The Purchaser may disqualify a Tenderer who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.
26. Tender: Validity
- 26.1 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by the Purchaser, pursuant to ITT Clause 30. A Tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 26.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 27, shall also be suitably extended promptly. If a Tenderer does not respond or refuses the request it shall not forfeit its Tender Security, but its Tender shall no longer be considered in the evaluation proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.

27. Tender: Security
- 27.1 The Tenderer shall furnish as part of its Tender, a Tender Security in original form (Form G-6) and in the amount specified in the TDS.
- 27.2 The Tender Security shall:
- (a) at the Tenderer's option be either;
 - (i) in the form of a bank draft or pay order; or
 - (ii) in the form of an irrevocable bank guarantee (Form G-6) issued by a Scheduled Bank of Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
 - (b) be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Sub-Clause 27.5 being invoked; and
 - (c) remain valid for a period of twenty-eight (28) days beyond the original validity period of Tenders, or beyond any period of extension subsequently requested in ITT Sub-Clause 26.2.
- 27.3 A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 27.2, shall be rejected by the Purchaser as non-responsive.
- 27.4 Unsuccessful Tenderers' Tender Security will be discharged or returned within twenty-eight (28) days of the end of the Tender validity period specified in ITT Sub-Clause 26.1 and 26.2. The Tender Security of the successful Tenderer will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 50 and signing the Contract Agreement.
- 27.5 The Tender Security may be forfeited:
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 26.2; or
 - (b) if the successful Tenderer fails to:
 - (i) accept the correction of its Tender Price pursuant to ITT Sub-Clause 39.3; or
 - (ii) furnish a Performance Security in accordance with ITT Clause 50; or
 - (iii) sign the Contract in accordance with ITT Clause 51.
- 27.6 The Tender Security of a JVCA shall be in the name of the JVCA that submits the Tender. If the JVCA has not been legally constituted at the time of tendering, the Tender Security shall be in the name of all intended JVCA Members as named in the letter of intent mentioned in ITT Sub-Clause 22.1(b).
28. Tender Format and Signing
- 28.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 17.1 and clearly mark it

“ORIGINAL”. In addition, the Tenderer shall prepare the number of copies of the Tender, as specified in the TDS and clearly mark each of them “COPY”. In the event of any discrepancy between the original and the copies, the original shall prevail.

28.2 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written authorisation and shall be attached to the Tenderer Information Sheet (Form G-4). The name and position held by each person signing the authorisation must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.

28.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.

E. Tender Submission

29. Tender: Sealing and Marking 29.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as “ORIGINAL” and “COPY.” The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.

29.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Tenderer;
- (b) be addressed to the Purchaser at the address specified in the TDS;
- (c) bear the name of the Tender and the Tender Number as specified in the TDS; and
- (d) bear a statement “DO NOT OPEN BEFORE...” the time and date for Tender opening as specified in the TDS.

29.3 If all envelopes are not sealed and marked as required by ITT Sub-Clause 29.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the Tender.

30. Tender: Submission Deadline 30.1 Tenders must be received by the Purchaser at the address specified in ITT Sub-Clause 29.2 no later than the date and time as specified in the TDS.

30.2 Tenders may be hand delivered, posted by registered mail or sent by courier. The Purchaser shall, on request, provide the Tenderer with a receipt showing the date and time when its Tender was received.

30.3 The Purchaser may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 10, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

31. Tender: Submitted Late 31.1 Any Tender received by the Purchaser after the deadline for submission of Tenders in accordance with ITT Clause 30 shall be declared late, will be rejected, and returned unopened to the Tenderer.
32. Tender: Modification, Substitution or Withdrawal 32.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice, duly signed by the same authorised representative, and shall include a copy of the authorisation in accordance with ITT Sub-Clause 28.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:
- (a) submitted in accordance with ITT Clauses 28 and 29 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “MODIFICATION” “SUBSTITUTION,” OR “WITHDRAWAL,” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 30.
- 32.2 Tenders requested to be withdrawn in accordance with ITT Sub-Clause 32.1 shall be returned unopened to the Tenderers, only after the Tender opening.
- 32.3 No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 30.

F. Tender Opening and Evaluation

33. Tender: Opening 33.1 The Purchaser shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 32, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 32 shall not be opened. Tenderers or their authorised representatives shall be allowed to attend and witness the opening of Tenders, and shall sign a register evidencing their attendance.
- 33.2 The name of the Tenderer, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections, discounts, and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as the Purchaser, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those discounts and alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialled by a minimum of three (3) members of the Purchaser’s Tender Opening Committee.
- 33.3 Minutes of the Tender opening shall be made by the Purchaser and furnished to any Tenderer upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 33.4 Tenders not opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned

- unopened to the Tenderer.
- 33.5 No Tender shall be rejected at the Tender opening, except for late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 31.
34. Tender: Confidentiality 34.1 After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.
35. Tender: Clarification 35.1 The Purchaser may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tenders, in accordance with ITT Clause 39.
36. Tenderer: Contacting the Purchaser 36.1 Following the opening of the Tenders and until the Contract is signed no Tenderer shall make any unsolicited communication to the Purchaser or try in any way to influence the Purchaser's examination and evaluation of the Tenders.
- 36.2 Any effort by a Tenderer to influence the Purchaser in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.
- 36.3 Notwithstanding ITT Sub Clause 36.1, from the time of Tender opening to the time of Contract award, if any Tenderer wishes to contact the Purchaser on any matter related to the tendering process, it should do so in writing.
37. Tender: Responsiveness 37.1 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.
- 37.2 A substantially responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way or is inconsistent with the Tender Document, the Purchaser's rights or the Tenderer's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

- 37.3 If a Tender is not substantially responsive to the Tender Document it shall be rejected by the Purchaser and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.
- 37.4 There shall be no requirement as to the minimum number of responsive Tenders.
38. Tender: Non-conformities, Errors, and Omissions
- 38.1 The Purchaser may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.
- 38.2 Provided that a Tender is substantially responsive, the Purchaser may request that the Tenderer submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.
39. Tender: Correction of Arithmetical Errors
- 39.1 Provided that the Tender 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 total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price 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 total price 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 arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 39.2 Any arithmetical error or other discrepancy, as stated in ITT Sub-Clause 39.1, is found it shall be immediately notified to the concerned Tenderer.
- 39.3 Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-Clause 39.1, its Tender shall be disqualified and its Tender Security may be forfeited.
40. Tender: Preliminary Examination
- 40.1 The Purchaser shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 17 has been provided, and to determine the completeness of each document submitted.
- 40.2 The Purchaser shall assess whether the Tenderer's Qualifications as per Section C are substantially met. Any negative determination by the Purchaser will result in rejecting the Tender as non-responsive without the need for further evaluation as per ITT Clauses 41 and 42.
41. Tender: Technical
- 41.1 The Purchaser shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the

- Evaluation Tenderer without any material deviation or reservation.
- 41.2 The Purchaser shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 23, to confirm that all requirements specified in Section 7: Technical Specifications, have been met without any material deviation or reservation.
- 41.3 If, after the examination of the terms and conditions and the technical aspects of the Tender, the Purchaser determines that the Tender is not substantially responsive in accordance with ITT Clause 37, it shall reject the Tender.
42. Tender: Financial Evaluation
- 42.1 The Purchaser shall thirdly evaluate each Tender that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 42.2 To evaluate a Tender, the Purchaser shall consider the following:
- (a) the Tender price as quoted in accordance with ITT Clauses 18 and 20, excluding local taxes (VAT and other taxes) which will be payable on the goods if contract is awarded);
 - (b) price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 39.1;
 - (c) the applicable economic factors of evaluation set out in ITT Sub-Clause 42.3.
- 42.3 The Purchaser's economic evaluation of a Tender will take into account, in addition to the delivered price offered in accordance with ITT Sub-Clause 18.1, one or more of the factors affecting the economic value of the Tender from the list below, as specified in the TDS, and as quantified in ITT Sub-Clause 42.5:
- (a) the delivery schedule offered in the Tender; and
 - (b) the cost of components, mandatory spare parts, and service;
 - (c) the availability in Bangladesh of spare parts and after-sales services for the equipment offered in the Tender;
 - (d) the projected operating and maintenance costs during the anticipated life-cycle of the equipment;
 - (e) the performance and productivity of the equipment offered; or
 - (f) any other specific criteria as specified in Section 7: Technical Specifications.
- 42.4 For those factors specified in ITT Sub Clause 42.3 which are selected to be considered in the evaluation of the Tenders, one or more of the following quantification methods shall be applied, as specified in the TDS.
- (a) *Delivery schedule:*

- (i) The goods covered under the IFT are required to be delivered at the time specified in Section 6: Schedule of Requirements. Treating the Tender with the earliest delivery as the base, a delivery ‘adjustment’ will be calculated for other Tenders for the purpose of evaluation, by applying a percentage, as specified in the TDS, of the Tender price for each week of delay beyond the base, and this will be added to the Tender price for evaluation. No credit shall be given to early delivery.

or

- (ii) The goods covered under the IFT are required to be delivered within an acceptable range of weeks as specified in Section 6: Schedule of Requirements. No credit shall be allowed to earlier deliveries, and Tenders offering delivery beyond this range shall be treated as non-responsive. Within this acceptable range, an adjustment per week, as specified in the TDS, will be added, for the purpose of evaluation, to the Tender price of Tenders offering deliveries later than the earliest delivery period specified in Section 6: Schedule of Requirements.

or

- (iii) The goods covered under the IFT are required to be delivered in partial shipments, as specified in Section 6: Schedule of Requirements. Tenders offering deliveries later than the specified deliveries will be adjusted for the purpose of evaluation by adding to the Tender price a factor equal to a percentage, as specified in the TDS, of the Tender price per week of variation from the specified delivery schedule.

- (b) *Cost of components and mandatory spare parts:*

The schedule of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the TDS is annexed to Section 7: Technical Specifications. The total cost of these items, at the unit prices quoted in each Tender, will be added to the Tender price.

- (c) *Spare parts and after sales service facilities in Bangladesh:*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the TDS or Section 7: Technical Specifications, if quoted separately, shall be added to the Tender price.

- (d) *Projected operating and maintenance costs:*

Operating and maintenance costs of the goods will be evaluated in accordance with the criteria specified in the TDS or in Section 7: Technical Specifications.

- (e) *Performance and productivity of the equipment:*

- (i) Tenderers shall state the guaranteed performance or efficiency

of their equipment offered in response to Section 7: Technical Specifications. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the TDS will be added to the Tender price for the purpose of evaluation, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in Section 7: Technical Specifications.

or

- (i) Equipment offered shall have a minimum productivity specified under the relevant provision in Section 7: Technical Specifications, to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the Tender, and adjustment will be added to the Tender prices for the purpose of evaluation, using the methodology specified in Section 7: Technical Specifications.

(f) *Specific additional criteria:*

Other specific additional criteria to be considered in the evaluation and the evaluation method to be used for such criteria shall be as specified in the TDS and/or Section 7: Technical Specifications.

42.5 If so indicated in the TDS (ITT Sub-Clause 20.3), the Tender Document shall allow Tenderers to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Tenderer following the methodology specified in ITT Sub-Clause 42.6.

42.6 To determine the lowest evaluated lot, or combination of lots, the Purchaser shall:

- (a) evaluate only the lot or lots which comply with the requirements specified in ITT Sub-Clause 20.3;
- (b) take into account:
 - (i) the experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual lots;
 - (ii) the lowest-evaluated Tender for each lot calculated in accordance with the requirements of Evaluation Criteria;
 - (iii) the price reduction per lot or combination of lots and the methodology for their application as offered by the Tenderer in its Tender; and
 - (iv) the Contract award sequence that provides the optimum economic combination, taking into account any limitations due to constraints in supply or execution capacity determined in accordance with the post-qualification criteria under ITT Clause 45.

43. Tender: No

43.1 No negotiation shall be held with the lowest or any other Tenderer.

Negotiation	43.2	A Tenderer shall not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender Document, to change its price or otherwise to modify its Tender.
44. Tender: Comparison	44.1	The Purchaser shall compare all substantially responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 42.
45. Tenderer: Post-qualification	45.1	The Purchaser shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.
	45.2	The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 24, to clarifications in accordance with ITT Clause 35 and the qualification criteria indicated in ITT Clauses 11, 12 and 13. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.
	45.3	An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in rejection of the Tenderer's Tender, in which event the Purchaser shall proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.
46. Tenders: Purchaser's Right to Accept or to Reject Any or All	46.1	The Purchaser reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for the Purchaser's actions.

G. Contract Award

47. Award Criteria	47.1	The Purchaser shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.
48. Purchaser's Right to Vary Quantities	48.1	The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.
49. Notification of Award	49.1	Prior to the expiration of the period of Tender validity, the Purchaser shall notify the successful Tenderer, in writing, that its Tender has been accepted.
	49.2	Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.
	49.3	The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.
50. Performance	50.1	Within fourteen (14) days of the receipt of Notification of Award from the

- Security Purchaser, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-8) furnished in Section 5: Tender and Contract Forms.
- 50.2 The Performance Security shall be valid until a date twenty-eight (28) days after the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 50.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
51. Contract: Signing
- 51.1 At the same time as the Purchaser issues the Notification of Award, the Purchaser shall send the Contract Agreement and all documents forming the Contract, to the successful Tenderer.
- 51.2 Within twenty-one (21) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date and return it to the Purchaser.
- 51.3 Failure of the successful Tenderer to submit the Performance Security pursuant to ITT Clause 50 or sign the Contract pursuant to ITT Sub-Clause 51.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, the Purchaser may award the Contract to the next lowest evaluated responsive Tenderer at their quoted price (corrected for arithmetical errors), who is assessed by the Purchaser to be qualified to perform the Contract satisfactorily.
- 51.4 Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tenderer, the Purchaser shall discharge and return the successful Tenderer's Tender Security.
52. Advising Unsuccessful Tenderers
- 52.1 Upon the successful Tenderer furnishing Performance Security pursuant to ITT Clause 50, and signing the Contract pursuant to ITT Sub-Clause 51.2, the Purchaser shall also notify all other Tenderers that their Tenders have been unsuccessful.
- 52.2 The Purchaser shall promptly respond in writing to any unsuccessful Tenderer who, after notification in accordance with ITT Sub-Clause 52.1, requests in writing for the Purchaser to communicate the grounds on which its Tender was not selected.
53. Tenderer: Right to Complain
- 53.1 Any Tenderer has the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on the Purchaser by the Public Procurement Regulations 2003 (PPR).
- 53.2 The Complaint shall firstly be processed through an administrative review following the procedures set out in Regulation 51 of the PPR. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS.
- 53.3 If not satisfied with the outcome of the administrative review, the Tenderer may complain to the Review Panel pursuant to Regulation 53 of the PPR.

Section 2. Tender Data Sheet

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers(ITT)
A. General	
ITT 1.1	The Purchaser is: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management) Directorate General of Family Planning, 6 Karwan Bazar, Dhaka 1215, Bangladesh Telephone: 880-2-8814409 Fax: 880-2-9124523
	The Name of the Tender is: Procurement of 150 million pieces of Male Latex Condom [Brand: Nirapad (with GOB logo)] The name and Identification number of contract is: Procurement of 150 million pieces of Male Latex Condom [Brand: Nirapad (with GOB logo)] under Contract Package No-GFP/LP/Rev/10-11/02
ITT 2.1	The source of public fund is: GOB Revenue Budget.
ITT 2.3	The name of the Development Partner is: None
ITT 4.1	Tenderers from the following countries are not eligible: Israel
ITT 5.1	Goods and Related Services from the following counties are not eligible: Israel
B. Tender Document	
ITT 7.2	The following are authorised agents of the Purchaser for the purpose of providing the Tender Document: None
ITT 8.1	For clarification of Tender purposes only, the Purchaser's address is: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management) Directorate General of Family Planning, 6 Karwan Bazar, Dhaka 1215, Bangladesh Telephone: 880-2-8814409 Fax: 880-2-9124523
ITT 9.1	Pre- Tender meeting shall not be held.

C. Qualification Criteria	
ITT 12.1(a)	The Tenderer shall have a minimum of 5 (five) years of overall experience in manufacture and supply of Health Sector goods.
ITT 12.1(b)	The Tenderer shall have a minimum of 1(one) year experience in manufacturing and supplying of Specific goods.
ITB12.1(c)	The minimum production capacity is: 150 million pcs of condom annually.
ITT 13.1(a)	The minimum supply value of goods under a single contract in the last five years is Tk [state value]: Not applicable.
ITT 13.1(b)	The minimum amount of working capital or credit facility is: Not applicable
D. Preparation of Tender	
ITT 16.1	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language.
ITT 17.1(j)	<p>The Tenderer shall submit with its Tender the following documents for documentary evidence of the tenderer's qualification to perform the contract if tender is accepted :</p> <p>(1) That in the case of a Tenderer offering to supply goods under the contract that the tenderer manufactures or otherwise produces (using ingredients supplied by primary manufacturers) the Tenderer:</p> <p>(a) has incorporation in the country of manufacture of the goods;</p> <p>(b) has been Licensed by the regulatory authority in the country of manufacture to supply the goods;</p> <p>(d) has received satisfactory good manufacturing practices (GMP) inspection certificate in line with the World Health Organization (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;</p> <p>(e) a statement of installed manufacturing capacity;</p> <p>(f) sample of batch quality control certificate of the manufacture</p> <p>(g) details of on-site quality control laboratory facilities and services and range of tests conducted;</p> <p>(h) Income tax clearance certificate for the year 2010-2011.</p>
ITT 19.1	Alternative Tenders will not be permitted.

ITT 20.3 & ITT 42.5	Tender is being invited for a single contract.
ITT 20.5 (c)	The final destination of the goods is: Central Warehouse of Family Planning, Mohakhali, Dhaka.
ITT 20.5 (d)	The Tenderer shall submit prices for the following incidental services: None
ITT 20.7	The prices quoted by the Tenderer shall be fixed for the duration of the Contract.
ITT 22.2	Manufacturer's Authorisation is not required.
ITT 26.1	The Tender validity period shall be 120 days .
ITT 27.1	Tender Security is not required.
ITT 28.1	In addition to the original of the Tender, 1 (one) copy shall be submitted.
E. Submission of Tender	
ITT 29.2(b)	For <u>Tender submission purposes</u> only, the Purchaser's address is: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management) Directorate General of Family Planning, 6 Karwan Bazar, Dhaka 1215, Bangladesh Telephone: 880-2-8814409 Fax: 880-2-9124523
ITT 29.2(C)	One inner envelop shall be marked "ORIGINAL" and the other inner envelop shall be marked "COPY" These two envelop shall than be enclosed and sealed in one envelop . All envelops shall bear the following additional identification marks: Contract Package No- GFP/LP/Rev/10-11/02 Name of the Goods: Procurement of 150 million pieces of Male Latex Condom.
F. Opening and Evaluation of Tenders	
ITT 33.1	The Tender opening shall take place at: In the Office Room of the Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management) Directorate General of Family Planning, 6 Karwan Bazar, Dhaka 1215, Bangladesh
ITB 42.4	The applicable economic factors for evaluation shall be as follows: None
ITT 42.4(e)	Performance and productivity of equipment. None.
G. Award of Contract	

ITT 48.1	The maximum percentage by which quantities per item may be increased or decreased at the time of contract agreement is: 10% .
ITT 50.1	The amount of Performance Security shall be 10% (ten) percent of the Contract Price.
ITT 53.2	<p>The name and address of the office where complaints to the Procuring Entity under Regulation 51 are to be submitted is:</p> <p>Director (Logistics and Supply) and Line Director (Procurement, Storage and supply Management) Directorate General of Family Planning, 6 Karwan Bazar, Dhaka 1215, Bangladesh Telephone: 880-2-8814409 Fax: 880-2-9124523</p>

Section 3. General Conditions of Contract

1. Definitions
- 1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:
- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
 - (b) **Contract Agreement** means the 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 therefrom, as may be made pursuant to the Contract;
 - (e) **Day** means calendar day;
 - (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
 - (g) **GCC** mean the General Conditions of Contract;
 - (h) **Goods** means all of the commodities, raw materials, machineries and equipments, products and/or other materials in solid, liquid or gaseous form that the Supplier is required to supply to the Purchaser under the Contract, as specified in the PCC;
 - (i) **Government** means the Government of the People's Republic of Bangladesh;
 - (j) **Purchaser** means the entity purchasing the Goods and Related Services, as specified in the PCC;
 - (k) **Related Services** means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract;
 - (l) **PCC** means the Particular Conditions of Contract;
 - (m) **Subcontractor** means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Supplier to carry out a part of the supply in the Contract, or a part of the Related Services of the Contract;
 - (n) **Supplier** means the natural person, private or government entity, or a

combination of the above, whose Tender to perform the Contract has been accepted by the Purchaser and is named as such in the PCC and the Contract Agreement, and includes the legal successors or permitted assigns of the Supplier;

(o) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

2. Contract Documents 2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Corrupt, Fraudulent, Collusive or Coercive Practices 3.1 The Government requires that Purchasers, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

3.2 In pursuance of this requirement, the Purchaser shall:

(a) exclude the Supplier from participation in the procurement proceedings concerned or reject a proposal for award; and

(b) declare a Supplier ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under public funds;

if it at any time determines that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under public funds.

3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind referred to in GCC Sub-Clause 3.4 hereunder come to the knowledge of the Purchaser, it shall, in the first place, allow the Supplier to provide an explanation and shall, take actions as stated in GCC Sub-Clause 3.2 and GCC Sub-Clause 38.1(c) only when a satisfactory explanation is not received. Such exclusion and the reasons thereof shall be recorded in the record of the procurement proceedings and promptly communicated to the Supplier concerned. Any communications between the Supplier and the Purchaser related to matters of alleged corrupt, fraudulent, collusive or coercive practices shall be in writing.

3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

(a) “*corrupt practice*” means offering, giving, or promising to give, directly or indirectly, to any officer or employee of a Procuring Entity or other governmental/private authority or individual a gratuity in any form, an employment or any other thing or service of value, as an inducement with respect to an act or decision of, or method followed by, a Procuring Entity in connection with the procurement proceeding;

(b) “*fraudulent practice*” means a misrepresentation or omission of facts in order to influence a procurement proceeding or the execution

of a contract to the detriment of the Purchaser;

- (c) “*collusive practice*” means a scheme or arrangement among two or more Tenderers with or without the knowledge of the Purchaser (prior to or after Tender submission) designed to establish Tender prices at artificial, non-competitive levels and to deprive the Purchaser of the benefits of free, open and genuine competition; and
- (d) “*coercive practice*” means harming or threatening to harm, directly or indirectly, persons or their property to influence the procurement proceedings or affect the execution of a contract.

3.5 The Supplier shall permit the Purchaser to inspect the Supplier’s accounts and records and other documents relating to the submission of the Tender and Contract performance.

4. Interpretation

4.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.

4.2 Entire Agreement

- (a) The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.

4.1 Amendment

- (a) 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 authorised representative of each party thereto.

4.4 Non-waiver

- (a) Subject to GCC Sub-Clause 4.4(b), 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 authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

- 4.5 Severability
- (a) 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.
- 4.6 Partial Supply
- (a) If partial supply is specified in the Schedule of Requirements, references in the GCC to the Supply and to the Delivery Date shall apply to any portion of the Supply (other than references to the Completion Date for the whole of the Supply).
5. Documents Forming the Contract and Priority of Documents
- 5.1 The following documents forming the Contract shall be interpreted in the following order of priority:
- (a) the signed Contract Agreement;
- (b) the letter of Notification of Award
- (c) the completed Tender Submission Sheet as submitted by the Tenderer;
- (d) the completed Price Schedules as submitted by the Tenderer;
- (e) the Particular Conditions of Contract;
- (f) the General Conditions of Contract;
- (g) the Schedule of Requirements;
- (h) the Technical Specifications;
- (i) the Drawings, and;
- (j) any other document listed in the PCC as forming part of the Contract.
6. Eligibility
- 6.1 The Supplier and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC.
- 6.2 All Goods and Related Services supplied under the Contract shall have their origin in the countries except those specified in the PCC.
7. Governing Language
- 7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English, unless otherwise stated in the PCC. 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 English, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

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| 8. Governing Law | 8.1 | The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh. |
| 9. Gratuities / Agency fees | 9.1 | No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution. |
| 10. Joint Venture, Consortium or Association (JVCA) | 10.1 | 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 fulfilment 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. |
| 11. Confidential Information | 11.1 | 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 11. |
| | 11.2 | 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 design, procurement, or other work and services required for the performance of the Contract. |
| | 11.3 | The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that: <ul style="list-style-type: none"> (a) the Purchaser or Supplier needs to share with 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. |
| | 11.4 | The above provisions of GCC Clause 11 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. |
| | 11.5 | The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract. |

12. Communications and Notices
- 12.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property Rights
- 13.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 13.2, 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 rights 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 Bangladesh; 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.

If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 13.1, 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.

- 13.2 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.
- 13.3 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.
- 13.4 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.

14. Copyright 14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
15. Assignment 15.1 The Supplier shall not assign, in whole or in part, its obligations under the Contract, except with the Purchaser's prior written consent.
16. Sub contracting 16.1 The Supplier shall obtain approval of the Purchaser in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 16.2 Subcontractors shall comply with the provisions of GCC Clause 3.
17. Supplier's Responsibilities 17.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply in conformity in all respects with the provisions of the Contract Agreement.
18. Purchaser's Responsibilities The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
19. Scope of Supply 19.1 The Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.
- 19.2 Unless otherwise stipulated in the Contract, the Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the Goods and completion schedule of the Related Services as if such items were expressly mentioned in the Contract.
20. Change Orders and Contract Amendments 20.1 The Purchaser may at any time order the Supplier through a notice in accordance with GCC Clause 12, 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 provided such changes do not materially affect the scope of supply;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 20.2 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 submitted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's Change Order.

- 20.3 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.
- 21. Packing and Documents
 - 21.1 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.
 - 21.2 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 PCC, and in any subsequent instructions ordered by the Purchaser
- 22. Delivery and Documents and Acceptance
 - 22.1 Subject to GCC Sub-Clause 20.1, the Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements.
 - 22.2 The documents to be furnished by the Supplier shall be specified in the PCC, and shall be received by the Purchaser at least one week before arrival of the Goods and, if not received, the Supplier shall be responsible for consequent expenses.
 - 22.3 Acceptance by the Purchaser shall be processed not later than fourteen (14) days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transport or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier in accordance with GCC Clause 31 and GCC Clause 32. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity in accordance with GCC Clause 31 and GCC Clause 32.
- 23. Contract Price
 - 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
 - 23.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Tender, with the exception of any price adjustments authorised in the PCC.
- 24. Transport
 - 24.1 Where the Supplier is required under the Contract to transport the Goods to a

- ation specified place of destination within Bangladesh, defined as the Site, transport to such place of destination including insurance, and other incidental costs, and temporary storage, if any, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
25. Spare Parts
- 25.1 As specified in the PCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
 - (b) in the event of termination of production of the spare parts :
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications for the spare parts, if requested.
- 25.2 The Supplier shall carry sufficient inventories to assure ex-stock supply of spare parts as promptly as possible, but in any case within the time specified in the PCC for placing the order and opening the letter of credit.
26. Terms of Payment
- 26.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the PCC.
- 26.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents pursuant to GCC Clause 22 and upon fulfilment of any other obligations stipulated in the Contract.
- 26.3 Payments shall be made promptly by the Purchaser, no later than the dates indicated in the PCC.
- 26.4 In the event that the Purchaser fails to pay the Supplier any payment by its respective due date or within the period set forth in the PCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the PCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
27. Insurance
- 27.1 Unless otherwise specified in the PCC, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the PCC.
28. Taxes and Duties
- 28.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Purchaser.

29. Performance Security
- 29.1 In the case of Goods having warranty obligations the Performance Security shall be reduced to the amount specified in the PCC after delivery and acceptance of the Goods to cover the Supplier's warranty obligations in accordance with GCC Sub-Clause 32.3.
- 29.2 The Purchaser shall notify the Supplier of any claim made against the Bank issuing the Performance Security.
- 29.3. The Purchaser may claim against the security if any of the following events occurs for fourteen (14) days or more;
- (a) the Supplier is in breach of the Contract and the Purchaser has notified him that he is; and
- (b) the Supplier has not paid an amount due to the Purchaser.
- 29.3 In the event the Supplier is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Purchaser may forfeit the full amount of the Performance Security.
- 29.4 If there is no reason to call the Performance Security, it 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.
30. Specifications and Standards
- 30.1 The Supplier shall ensure that the Goods and Related Services comply with technical specifications and other provisions of the Contract.
- 30.2 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- 30.3 The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 7: Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the goods' country of origin.
- 30.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 20.
31. Inspections and Tests
- 31.1 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 Schedule of Requirements.
- 31.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor and/or at the Goods' final destination, or in another place in Bangladesh as specified in the PCC. Subject to GCC Sub-Clause 31.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data,

shall be furnished to the inspectors at no charge to the Purchaser.

- 31.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 31.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 31.4 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.
- 31.5 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 impede 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.
- 31.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 31.7 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 31.4.
- 31.8 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 31.6, shall release the Supplier from any warranties or other obligations under the Contract.
32. Warranty
- 32.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 32.2 Subject to GCC Sub-Clause 30.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Bangladesh.
- 32.3 Unless otherwise specified in the PCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the PCC.

- 32.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 32.5 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 32.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the PCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
33. Extensions of Time
- 33.1 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 22, 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.
- 33.2 Except in the case of Force Majeure, as provided under GCC Clause 37, 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 34, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.
34. Liquidated Damages
- 34.1 Except as provided under GCC Clause 37, if the Supplier fails to deliver any or all of the Goods 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 PCC of the Contract Price of the delayed Goods and/or Related 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 PCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 38.
35. Limitation of Liability
- 35.1 Except in cases of criminal negligence or wilful misconduct ,
- (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.

36. Change in Laws and Regulations
- 36.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (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 23.
37. Force Majeure
- 37.1 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.
- 37.2 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.
- 37.3 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.
38. Termination
- 38.1 Termination for Default
- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default, 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 33; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Sub-Clause 38.1(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.

- (c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

38.2 Termination for Insolvency.

- (a) The Purchaser and the Supplier's may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

38.3 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.

39. Settlement of Disputes

39.1 Amicable Settlement

- (a) The Purchaser and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

39.2 Arbitration

- (a) If the Parties are unable to reach a settlement as per GCC Clause 39.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 39.2(b).
- (b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.

Section 4. Particular Conditions of Contract

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1 (h)	The nature of the goods to be supplied are Procurement of 150 million pieces of Male Latex Condom [Brand: Nirapad (with GOB logo)]
GCC 1.1(j)	The Purchaser is:- Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management) Directorate General of Family Planning, Janashankya Bhaban, Azimpur, Dhaka 1205, Bangladesh Telephone: 880-2-8627557, 880-2-8612323 Fax: 880-2-8618341, 880-2-8625912
GCC 1.1(n)	The Supplier is: <i>(to be filled up at the time of contract signing)</i>
GCC 5.1(j)	No more documents is required.
GCC 6.1	Suppliers and Sub-contractors from the following countries are not eligible: Isreal
GCC 6.2	Goods and Related Services from the following countries are not eligible: Isreal.
GCC 7.1	Routine correspondence between the parties may be in Bangla or in English.
GCC 12.1	For notices , the Purchaser's contact details shall be: Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management) Directorate General of Family Planning, Janashankya Bhaban, Azimpur, Dhaka 1205, Bangladesh Telephone: 880-2-8627557, 880-2-8612323 Fax: 880-2-8618341, 880-2-8625912.
	<i>For notices, the Supplier's contact details shall be: (to be filled up at the time of contract signing)</i>
GCC 21.2	A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows: a. Contract Number b. Name and address of Purchaser c. Gross weight d. Net weight e. Package number of total number of packages f. Brief description of the content Upright markings, where appropriate, shall be placed on all four vertical sides of the package.

	<p>All materials used for packing shall be environmentally neutral.</p> <p>Additional marking and documentation within and outside the packages shall be: As per the Technical specification.</p>
GCC 22.2	<p>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the purchaser:</p> <ul style="list-style-type: none"> (i) two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract 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, railway consignment note, road consignment note, truck as Director (Logistics and Supply) and Line Director (Procurement, Storage and supply), Directorate General of Family Planning, 6 Kawran Bazar, 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) 4(four) copies of the packing list identifying contents of contract package; (v) the original of the manufacturer's or Supplier's Warranty certificate (if any) covering the items to be supplied; (vi) Original Inspection Certificate issued by the nominated inspection agency or purchaser if inspection/test conducted. (vii) one original of the Supplier's Certificate of origin supplied covering the items
GCC 23.2	<p>The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract</p>
GCC 25.1	<p>The clause is Not Applicable for this contract.</p>
GCC 25.2	<p>The clause is Not Applicable for this contract.</p>

GCC 26.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payments shall be made in Bangladesh Taka in the following manner:</p> <ol style="list-style-type: none"> 1. After completion of supply of the goods the supplier shall submit two original and two copies of invoice to the purchaser. The Invoice shall show the cost of the goods and Vat/Taxes separately. After acceptance of the goods by the Standing Board/Authority process of payment will be made. 2. Payment against Vat/Taxes and other impositions shown in the supplier's invoice shall be made in advance by the supplier, who shall then submit the Treasury Challan which has been paid through the Bangladesh Bank. <p>The payments shall be made through the office of the Controller General of Accounts of Bangladesh. No advance payment will be made.</p>
GCC 26.2, 26.3	<p>100% of the contract price of the goods delivered shall be paid upon submission of documents specified in GCC clause 22.2 after submission of request in writing supported by acceptance certificate issued by the purchaser.</p>
GCC 26.4	<p>There is no provision to pay interest for the delay-payment by the purchaser.</p>
GCC 27.1	<p>"All risks" insurance, including "war risks, riots, and/or strikes" shall be acquired for 110% of the delivered cost of the goods on "Warehouse to Warehouse" basis.</p>
GCC 29.1	<p>The Performance Security shall be reduced to 5% (five) percent of the Contract Price after delivery and acceptance of the goods for warranty obligation.</p>
GCC 31.1	<p>In addition to its own Quality Control Test the supplier shall contract an quality control laboratory to conduct Pre-shipment compliance test (lab test) of all the batches. The test report has to be submitted with the shipping documents. The test should include WHO requirement and must use ISO sampling Plan.</p>
GCC 31.2	<p>The Purchaser's right to inspect ,and or test this goods where appropriate, reject the Goods after delivery, shall in no way be limited to or waived by the reason of Goods having previously been inspected, tested or passed by the Purchaser or its representative prior to the shipment/delivery of the Goods.</p>

<p>GCC 32.3</p>	<p>For purposes of the Warranty, the place of final destination shall be: Central Warehouse of Family Planning, Mohakhali, Dhaka.</p> <p>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 the final destination 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 and in every other respect will fully comply in all respects with the Technical Specifications and with the conditions laid down in the Contract.</p> <p>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.</p> <p>In the event of a dispute by the Supplier, a counter analysis is 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.</p> <p><i>Recalls.</i> 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.</p>
<p>GCC 32.5</p>	<p>The period for replacement shall be: 1(one) month after receiving the purchaser request.</p>
<p>GCC 34.1</p>	<p>The liquidated damage shall be one fifth of one percent (0.2%) of the contract value per week or part thereof up to a maximum of 10% of the contract value.</p> <p>The maximum amount of liquidate damages shall be 10%(ten) of the contract value.</p>
<p>GCC 39.3(b)</p>	<p>The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh .The arbitration shall take place in the office of the Director General, Directorate General of Family Planning Janasankhya Bhaban, Azimpur, Dhaka.</p>

Tender Submission Sheet (Form G – 1)

Tender Package No:

Date:

To:

[Name and address of Purchase]

We, the undersigned, offer to supply in conformity with the Tender Document/ Invitation for Tender the following Goods and Related Services, viz:

The total price of our Tender, excluding price reduction(s) is:

Tk:

insert value in figures *(insert value in words)*

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

Our Tender shall be valid for the period stated in the Tender Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount stated in the Tender Data Sheet and valid for a period of 28 days beyond the date of completion of our performance obligations under the Contract, including any warranty obligations.

We declare that ourselves, and any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries and that the goods and related services will also be supplied from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors or suppliers for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:

Duly authorised to sign the Tender on behalf of the Tenderer.

Date:

Price Schedule for Goods (Form G-2A)

Invitation for Offer No:
contract Package No:

Date:

A: PRICE OF GOOD AND DELIVERY SCHEDULE

1	2	3	4	5	6	7	8	9	10
Item N° .	Description Of Item	Unit Of Supply	Qty Of units Required	Unit price <u>EXW</u>	Total price <u>EXW</u> (col. 4 × 5)	Extra Price to deliver Goods to final destination	<u>Total price Delivered</u> (col. 6 +7)	<u>VAT and other taxes payable if contract is awarded</u>	Point of Delivery And Delivery Period Offered
1.	Male Latex Condom	pieces	150 million						Central warehouse Mohakhali, Dhaka. Within 31 May after signing of the contract.

Note 1: EXW means Ex-works; Ex-factory; Ex-warehouse; Ex-show-room, or off-the-shelf as applicable

Note 2: Unit Price EXW shall include all custom duties and taxes as specified in ITT Sub-Clause 20.5(a)

Note 3: Price for inland transportation shall include insurance and other costs as specified in ITT Sub-Clause 20.5(c)

Note 4: VAT and any other taxes payable in Bangladesh shall be included here as specified in ITT Sub-Clause 20.5(b)

Name of Tenderer _____ Signature of Tenderer _____ Date _____

Specifications Submission Sheet (Form G-3)

Invitation for Tender No:
Tender Package No:

Date

Item No	Name of Goods	Country of Origin	Make and Model (<i>when applicable</i>)	Full Technical Specifications and Standards
1	2	3	4	5
	<i>[add as many rows and details as there are individual items in the Lot]</i>			<i>[the Tenderer should complete columns 3, 4 and 5 as required]</i>
				<i>[the Tenderer should complete columns 3, 4 and 5 as required]</i>

Name of Tenderer _____ Signature of Tenderer _____ Date _____

Tenderer Information Sheet (Form G-4)

Invitation for Tender No:
Tender Package No:

Date

A. Individual Tenderers

<i>I. General Information of the Tenderer</i>	
1.1	Tenderer's Legal Name
1.2	Tenderer's legal address in Country of Registration
1.3	Tenderer's legal status
	Proprietorship
	Partnership (Registered under the Partnership Act, 1932)
	Limited Liability Concern (Registered under the Companies Act, 1913)
	Others
1.4	Tenderer's Year of Registration
1.5	Tenderer's business status
	Manufacturer
	Local Agent/Distributor of a foreign Manufacturer
	Stockist
	Others
1.6	Tenderer's Authorised Representative Information
	Name
	Address
	Telephone / Fax Numbers
	e-mail address
1.7	Tenderer's Value Added Tax Registration Number
1.8	Tenderer's Income Tax Identification Number (TIN)

1.9	Tenderer to attach copies of the following documentation:	(a) Articles of Incorporation or Registration of firm. (b) Latest Income Tax Clearance Certificate (c) Latest VAT Registration Certificate (d) Original letter naming the person authorised to sign on behalf of the Tenderer (e) Others (<i>to be completed by the</i>
2. Qualification Information of the Tenderer		
2.1	Number of years of overall experience of the Tenderer in the supply of goods and related services:	
2.2	Number of years of experience of the Tenderer in the supply of similar goods and related services:	
2.3	Total annual monetary value of similar goods supplied in each of the last five years.	[write "Not applicable", if this information is not asked in ITT 13.1)
2.4	Available liquid assets	[write "Not applicable", if this information is not asked in ITT 13.2)
2.5	Details of production capacity/ equipment available:	[write "Not applicable", if this information is not asked in ITT 14.1)
2.6	Major supplies of similar type of Goods over the last five years. Also list details of supplies of similar type of Goods under way or committed, including expected delivery date.	
3. Financial Information of the Tenderer		
3.1	Financial reports or balance sheets or profit and loss statements or auditors' reports or bank references with documents or a combination of these demonstrating availability of liquid assets. List below and attach copies.	
3.2	Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer	
3.3	Information on litigation in which the Tenderer is, or has been, involved:	
	(a) Any case within the past five years	
	Cause of Dispute	Result of Settlement and amount

	(b) Current cases in this financial year	
	Cause of Dispute	Current Position of Case
<p><i>Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.</i></p>		

B. Individual Members of a Joint Venture

4.1	Each Member of a JVCA shall provide all the information requested in the form above, Sections 1-3.
4.2	Attach a power of attorney for each of the authorising signatories of the Tender on behalf of the JVCA.
4.3	<p>Attach the Agreement among all Members of the JVCA (and which is legally binding on all Members), which shows that:</p> <ul style="list-style-type: none"> (a) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; (b) one of the Members will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all Members of the joint venture; and (c) the execution of the entire Contract, including payment, shall be done exclusively with the Member in charge
<p><i>Note: The above represents the minimum requirements. These may be added to buy the Purchaser on a case-by-case basis, as necessary.</i></p>	

Notification of Award (Form G - 7)

Contract No:
To:

Date:

This is to notify you that your Tender dated *[insert date]* for the supply of goods and related services for *[name of project/contract]* for the Contract Price of Taka *[amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by *[name of Procuring Entity]*.

You are requested to proceed with the supply of the goods and the related services and note that this Notification of Award shall constitute the formation of a Contract, which shall only become binding upon you furnishing a Performance Security within 14 days, in accordance with ITT Clause 51, and the signing of the Contract Agreement within 21 days, in accordance with ITT Clause 52.

We attach the Contract Agreement and Contract Documents for you perusal and signature.

Signed

Duly authorised to sign for and on behalf of
[name of Procuring Entity]

Date:

Contract Agreement (Form G - 8)

THIS AGREEMENT made the [day] day of [month] [year] between [name and address of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name and address of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, [brief description of goods and related services] and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Taka [Contract Price in figures and in words] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Form of Contract Agreement;
 - (b) the letter of Notification of Award
 - (c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - (d) the completed Price Schedules as submitted by the Tenderer;
 - (e) the Particular Conditions of Contract;
 - (f) the General Conditions of Contract;
 - (g) the Schedule of Requirements;
 - (h) the Technical Specifications;
 - (i) the Drawings, and;
 - (j) any other document listed in the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any 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 related 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 Bangladesh on the day, month and year first written above.

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence of
Name

Address

Bank Guarantee for Performance Security (Form G – 9)

[this is the format for the Performance Security to be issued by a scheduled bank of Bangladesh in accordance with ITT Clause 51]

Contract No:

Date:

To:

[Name and address of Purchaser]

PERFORMANCE GUARANTEE No:

We have been informed that *[name of supplier]* (hereinafter called “the Supplier”) has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called “the Contract”) for the supply of *[description of goods and related services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Supplier, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Signature

Section 6. Schedule of Requirements

Invitation for Tender No:
Contract Package No:

Date

List of Good and Delivery Schedule

Item No.	Description of Item	Unit of Supply	Quantity of Units required	Point of Delivery	Date Required (in weeks)
1		3	4	5	6
					<i>[note 1] (b)</i>
1.	<i>Male Latex Condom [Brand:Nirapad(with GOB Logo)]</i>	Pieces	<i>150 million</i>	<i>Central Ware House, Family Planning Directorate, Mohakhali, Dhaka</i>	<i>The delivery of 150 million pieces will be made within 31 May starting form November 2010 after contract signing</i>

Note : Bidders will bid for entire quantity of the item under the contract package; Otherwise bid will be non-responsive.

Section 7. Technical Specifications

General Requirements

The Goods and Related Services shall comply with following Technical Specifications:

- 1. Product and Package Specifications**
 - 1.1 The Goods to be purchased by the Purchaser under this Invitation for Bids are included in the Purchaser's *current* national essential drugs list or national formulary. or the latest WHO list of essential drugs. The required packing standards and labeling must meet the latest requirements of the World Health Organization (WHO) good manufacturing practices (GMP) standards in all respects. (These standards are contained in "Good Practices in the Manufacture and Quality Control of Drugs.")
 - 1.2 Product specifications indicate dosage form (e.g., tablet, *capsules*, *dry syrup*, liquid, *ointment*, injectable, emulsion, suspension, etc.) and the drug content (exact number of mg *or international units* [IU] or % v/v, w/w *or v/w* acceptable range). The Goods should conform to standards specified in one of the following compendia the British Pharmacopoeia, the United States Pharmacopoeia, the French Pharmacopoeia, the International Pharmacopoeia, or the European Pharmacopoeia, the latter particularly for raw materials. The standards will be the latest edition. In case the pharmaceutical product is not included in the specified compendium, the Supplier, upon award of the Contract, must provide the reference standards and testing protocols to allow for quality control testing.
 - 1.3 Not only the pharmaceutical item, but also the packaging and labeling components (e.g., bottles, closures, and *labeling*) should also meet specifications suitable for distribution, storage, and use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tamper-proof, *and packaging components must meet the latest compendium standards and be approved for pharmaceutical packaging by the manufacturer's national regulatory authority (RA).*
 - 1.4 Additionally, each box shall be independently packaged in corrugated hardboard of sufficient strength with weatherproof polythene lining inside.

- 1.5 All labeling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated.
- 1.6 Goods requiring refrigeration or freezing *or those which that should not fall below a certain minimum temperature* for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.
- 1.7 Upon award, the successful Bidder Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the Purchaser may request.
- 2. Labeling Instructions**
- 2.1 The label of the primary container for each pharmaceutical and vaccine products shall meet the W210 GMP standard and include:
- (a) The international nonproprietary name (INN) or generic name prominently displayed and above the brand name, where a brand name has been given. Brand names should not be bolder or larger than the generic name;
 - (b) dosage form, e.g., tablet, ampoule, syrup, etc.;
 - (c) the active ingredient "per unit, dose, tablet or capsule, etc.";
 - (d) the applicable pharmacopoeial standard;
 - (e) the Purchaser's logo and code number and any specific color coding if required;
 - (f) content per pack;
 - (g) instructions for use;
 - (h) special storage requirements;
 - (i) batch number;
 - (j) date of manufacture and date of expiry (in clear language, not code);
 - (k) name and address of manufacture;
 - (l) any additional cautionary statement.
- 2.2 The outer case or carton should also display the above information.
- 3. Case Identification**
- 3.1 All cases should prominently indicate the following:
- (a) Purchaser's line and Code numbers;
 - (b) the generic name of the product;
 - (c) the dosage form (tablet, ampoule, syrup);
 - (d) date of manufacture and expiry (in clear language not code);
 - (e) batch number;
 - (f) quantity per case;
 - (g) special instructions for storage;
 - (h) name and address of manufacture;
 - (i) any additional cautionary statements.
- 3.2 No case should contain pharmaceutical products from more than one batch.
- 4. Unique**
- 4.1 The Purchaser shall have the right to request the Supplier to imprint a logo, if the quantity so justifies it, on the *labels of the containers*

Identifiers

used for packaging and in certain dosage forms, such as tablets, *and ampoules* and this will be in the Technical Specifications. The logo, shall be provided to the Supplier at the time of contract award.

5. Standards of Quality Control for Supply

5.1 The successful Bidder Supplier will be required to furnish to the Purchaser:

(a) With each consignment, and for each item a certificate issued by the competent authority of the country of origin of the foods being supplied in accordance with WHO certification scheme on the quality of Pharmaceutical Products moving in International commerce and the manufacturer's certificate of analysis.

(b) Assay methodology of any or all tests if requested.

Evidence of bio-availability and/or bio-equivalence for certain critical goods upon request. *This information would be supplied on a strictly confidential basis only.*

(c) Evidence of basis for expiration dating and other stability data concerning the commercial final package upon request.

5.2 The successful Bidder/Supplier will also be required to provide the Purchaser with access to its manufacturing facilities to inspect the compliance with the GMP requirements and quality control mechanisms.

Technical Specifications :Specific Requirements

The Goods and Related Services shall comply with following Technical Specifications:

**A. Name of Drugs (Including primary unit box): Tablet Ciprofloxacin (500mg)
BP/USP, Box containing of 10 blister
strips of 10 tablets.**

B. Mode of Packaging :

- Primary unit box: which will contain drugs as per above description. Sub carton : A packet made of corrugated hardboard, will contain 10 primary unit box.
- Outer carton/case : Made of corrugated hardboard with inner and outer polythene lining and sufficiently strong and will contain suitable quantity of sub carton (according to supplier's desire).

C. Packaging inserts :

Packing insert should be in Bengali and packing insert should be inside the primary unit box and in the sub cartons. The following details should be in the packaging insert.

- Date of Manufacture and expiry of drugs and batch number should be printed in each strip, in the primary unit box, on the sub carton and on the outer carton/case.
- **Logo of Family Planning Directorate** should be displayed in the primary unit box , sub carton and on outer carton/case. Logo should be in single colour (Black/Red).
- **“Property of Directorate General of Family Planning”** and **“Not for sale”** in Bengali should be displayed in the primary unit box , sub carton and on outer carton/case.
- Quantity in each outer carton /case should be displayed.
- Above information should be included with other labeling instructions.

D. Date of Manufacture and date of Expiry of Drugs:

- Each drug should have expiry period of 3 years from the date of Manufacture.
- Each case/carton should contain medicine of a single lot/batch.

E. Cautionary statement:

Any other cautionary statement regarding drugs should be printed in the carton.

The WHO Specification

The Male Latex Condom

1. General Requirements

Suppliers shall follow an appropriate code of quality management, including GMP (e.g. **ISO 9000 series or equivalent**) and statistical process control, in the manufacture and packaging of condoms.

The methods used to test for compliance are:

- use of random samples; or
- subjective inspection; or
- documentary evidence, such as comprehensive reports of stability tests, certificates of purity from material suppliers, or certification by regulatory agency or an independent body.

Tests or verifications in this section will be carried out at the ***pre-qualification stage*** and during ***periodic audits*** if the quality of the product is in doubt once it has been purchased.

1.1 Constituent materials

The condoms shall be made from natural rubber latex.

The latex shall be free of embedded solid impurities and discolouration.

The condoms shall not liberate toxic or otherwise harmful substances under normal conditions of use, and must be in strict compliance with the applicable portions of the US Code of Federal Regulations (USCFR) 21 or its equivalent.

The compounding materials (colouring agents, antioxidants, accelerators, vulcanizing agents and other additives) shall not have a deleterious effect on the condoms, nor shall they have a harmful or irritating effect on the human body. It should be noted that cases of allergic dermatitis have been associated with the following accelerators: mercaptobenzothiazole, tetramethylthiuram, and zinc dithiocarbamate. Excess accelerators and other leachable chemicals should be avoided. (Future editions of this specification may contain a test and requirements limiting excess leachable chemicals.)

Manufacturers shall take steps to minimize the level of residual proteins. (Future editions of this specification may contain a test and requirements limiting excess proteins.)

All materials must comply strictly with the requirements of the applicable portions of the US Code of Federal Regulations 21 or its equivalent.

These requirements will be verified by documentary evidence.

1.2 Shelf-life

It is intended that condoms purchased under this specification should retain their properties when exposed in their individual packages to an average temperature of 35° C for the stated shelf-life.

The manufacturer shall stipulate a shelf-life, measured from the month of manufacture, during which the packed products will be stable in properties and will continue to meet the requirements of clause 2.1 (before oven conditioning). This shelf-life shall be at least 5 years.

The manufacturer shall make available to the purchaser, on request, data to support the stated shelf-life. This data may take the form of:

- Real-time stability studies conducted over the stated shelf-life at 35° C.
- Accelerated studies over shorter times at higher temperatures. These should preferably be done at 70° C at multiple intervals over 21 days and at a temperature between 40° C and 50° C, at multiple intervals (e.g. every two weeks), for at least six months. The basis for any extrapolation to real environmental temperatures should be stated.
- Use of the methods of ISO 11346.

The maximum acceptable decrease in mean inflation properties should be 25%, and products should comply with the requirements in clause 2.1 at the end of the stated shelf-life. (Alternative requirements may be accepted at the purchaser's discretion.)

Updated documentation on 35° C post-market trials must be made available to the purchaser on request. *Validated expiry dates up to five years will be allowed.*

Note: Future editions of the WHO Specification will require specific tests to validate claimed shelf life, and real-time stability studies at 35° C.

1.3 Resistance to oxidation (independent of the package)

Sampling

One hundred (100) condoms.

Testing

Remove the condoms from their packages. Place the rolled condoms in an oven at 70° C \pm 2° C.

After two days, remove 50 condoms from the oven, allow them to cool for 12-96 hours and test them by air inflation according to ISO 4074. After further seven days, remove the remainder from the oven and test them as above.

Requirement

The ratio of the mean burst pressure at nine days to the mean burst pressure at two days should not be less than 75%.

1.4 Dressing materials

The dressing materials applied to the condoms (e.g. powders and lubricants) shall not have a deleterious effect on the condoms, nor shall they have a harmful or irritating effect on the human body.

These materials shall comply strictly with the requirements of the applicable portions of the US Code of Federal Regulations 21 or its equivalent.

The manufacturer shall use a suitable powder (e.g. cornstarch, silica, magnesium carbonate) to improve the “feel” of the condom and facilitate unrolling. WHO suggests that the quantity of powder should not exceed 50 mg.

Talc and lycopodium spores shall not be used.

Documentary evidence is required to verify the quality of the dressing materials.

1.5 Workmanship

The condoms and their packaging shall be free of defects that affect their durability, detract from their appearance, or impair their serviceability.

Condoms and the packaging should be visually inspected.

2. Performance Requirements

Condoms purchased under this specification must not leak or break during use, and must retain their properties when exposed in their individual packages to average temperatures of 35° C at maximum humidity for the stated shelf-life.

These properties can only be determined directly through human use trials, but are verified by means of the laboratory test specified below. Allowance is made for a very small number of non-compliers, reflecting the state of the art of the manufacturing process as assessed by national and international standards authorities.

The properties listed in this section are deemed to be especially critical to the safety and efficacy of condoms and should not be changed.

- Performance requirements will be tested for compliance by the use of statistical samples and prescribed test protocols.
- Tests or verifications in this section will generally be undertaken at the pre-qualification stage, and by lot-by-lot (production lot) compliance testing carried out by the purchaser’s laboratory or by a third-party laboratory selected by the purchaser prior to delivery.
- Unless otherwise indicated, test protocols will be according to ISO 4074 (version current at the time of contract)

2.1 Bursting volume and pressure

Sampling

For the test before oven conditioning: ISO 2859-1 General Inspection Level G-1.

For the test after oven conditioning: 80 condoms per lot. (The purpose of this test is to check for major formulation or vulcanization errors.)

Testing

In accordance with the inflation test and oven conditioning procedure in ISO 4074.

Requirement

Before ageing, the AQL 1.0% applied separately to volume and pressure non-compliers.

The minimum permitted bursting volume depends on the width of the condom.

For the test *before* oven conditioning, the specification prescribes a minimum limit for each condom tested. The minimum bursting pressure shall be 1 kPa. The minimum volume is arrived at by the following formula:

$$\text{Minimum limit (liters)} = \frac{W^2}{150}$$

W is the lot mean width of a sample of 13 condoms, rounded off to the nearest 0.5 mm, of the shank portion of the condom measured 70 ± 5 mm from the open end, determined in accordance with ISO 4074.

A table showing the minimum bursting volume for mean width (*W*) from 47.0 mm to 56.0 mm is given in Appendix II.

After oven conditioning, the mean burst volume and pressure shall be at least 80% of the corresponding parameter determined from the test before oven conditioning,

2.2 Freedom from holes

Sampling

ISO 2859-1 General Inspection Level G-1, but at least code level M.

Testing

The test is carried out in accordance with ISO 4074.

Requirement

AQL 0.25%.

2.3 Package integrity

Sampling

ISO 2859-1 Special Inspection Level S-3

Testing

Sample condoms in individual packages are placed in an airtight, transparent container (such as a laboratory Bell jar) and subjected to a vacuum of 90 ± 5 kPa (gauge) for a period of one minute.

Condom packs should inflate and remain inflated for the period of the test.

Packs that do not inflate or do not remain inflated are considered to be non-compliers. It is permissible to repeat the test on any packs not giving a clear result.

Requirement

AQL 2.5%

3. Design Requirements

The design properties listed below should be adapted to reflect the specific needs of the purchaser's programme and population of intended users.

The purchaser, as part of the purchase agreement or before delivery of the product, must approve any variances in these properties.

- The methods used to test these requirements for compliance will be:
 - visual inspection; or
 - the use of random samples and prescribed test protocols.
- Tests or verifications in this section will generally be:
 - at the pre-qualification stage;
 - compliance lot-by-lot testing carried out by the purchaser's laboratory or by a third-party laboratory selected by the purchaser prior to delivery;
 - periodic audits if the quality of the product is in doubt once it has been purchased.

Unless otherwise indicated, test protocols will be according to ISO 4074 (version current at the time of contract).

3.1 Shape and Texture

The surface of the condoms shall be smooth throughout.

The condoms shall have straight and parallel sides, without constrictions, and with a visible shoulder leading to a reservoir pouch at the tip.

3.2 Bead

The open end of the condom shall have a thickened ring of latex, called a bead.

3.3 Colour and clarity

The condoms shall be translucent (clear) and without added colouring.

3.4 Odour and taste

The condoms shall be odourless to the degree approved by the purchaser at pre-qualification.

The condoms shall not give off an unpleasant odour when the package is opened at any time after storage for the stated life of the product.

The purchaser or the purchaser's agent will store 100 condoms at room temperature from each pre-qualified lot for use in resolving disputes.

The condoms shall be free from taste.

3.1-3.4 verify by visual inspection.

3.5 Length

Sampling

According to ISO 2859-1 Inspection Level S-2.

Testing

According to the length measurement procedure in ISO 4074.

Requirement

A minimum of 180 mm with an AQL of 1.0%

3.6 Width

Sampling

According to ISO 2859-1 Inspection Level S-2.

Testing

According to the width measurement procedure in ISO 4074.

Requirement

A width of 53 mm with a tolerance of ± 2 mm is allowed for individual condoms with a tolerance of ± 1 mm for the mean of the lot. AQL 1%

(*Note: for some populations a minimum length of 170 mm together with a width of 49 mm is specified by WHO.)

3.7 Thickness

Sampling

ISO 2859-1 Inspection Level S-2.

Testing

The measurement of thickness is done with a micrometer mounted on an anvil, with a foot diameter between 3.0 mm and 7.0 mm and a resolution of at least 0.002 mm, operating with a pressure of 22 ± 4 kPa on the sample.

For convenience, the double-wall thickness may be measured and divided by two. The samples should be wiped once with absorbent tissue, inside and out, before measuring.

The thickness measurements are taken at three points: 30 ± 5 mm from the open end, 30 ± 5 mm from the closed end (excluding the reservoir tip), and at the mid-distance between those two points.

The individual measurements, and the average of all three, are recorded for each sample.

Requirement

AQL 1%

The mean single-wall thickness (calculated from the three individual measurements) for each condom shall be 0.065 ± 0.015 mm.

3.8 Quantity of lubricant, including powder**Sampling**

ISO 2859-1 Inspection Level S-2.

Testing

The condoms in their packages are weighed on an analytical balance. The packages are then opened and the condoms removed.

The condoms and packages are washed in denatured ethanol or isopropanol until all lubricant is removed, dried to a constant mass, and then weighed again. All weights shall be recorded to the nearest 10 milligram (mg).

Washing and drying may be repeated up to a total of four times if necessary to assure complete removal of lubricant. Alternatively, an ultrasonic bath may be used for washing, provided the washing time has been validated against repeated manual washing. For initial validation of either method, weighing is conducted after each drying.

Requirement

The condom shall be lubricated with a quantity of silicone fluid having a viscosity between 200 and 350 CS. Powder should not exceed 50 mg.

The quantity of lubricant, including powder, in the package shall be 550 ± 150 mg, with an AQL of 4.0%.

3.9 Individual package materials and markings

Sampling

ISO 2859 – Special Inspection Level S-3.

Testing

The sample of condom packages is visually inspected to verify the required aspects of package quality.

Requirement

The colour, print design and identification markings shall be as specified by the buyer.

Individual packages shall be square and shall not distort the rolled condom.

The packages shall be constructed of a laminate which includes a layer of suitable impermeable flexible aluminum foil of a minimum thickness of 8 micrometers, and layers of plastic materials suitable for the mechanical protection of the metal foil and for printing and sealing.

The package shall be hermetically sealed and impermeable to oxygen, ozone, water vapor, ultraviolet and visible light.

Any lot numbers on packages must be *printed at the time of packaging* – not pre-printed.

In addition, the following shall apply:

- There shall be no evidence of leakage.
- The outside surface of the package shall be clean.
- There shall be no separation of the layers of the laminate.
- If the sealed packages are in strips, the individual packages are separated by perforations or other means which allow the packages to be separated by hand without interfering with the seals.
- The package must be easy to open and can have a notch or serration to assist in opening.
- The packages shall have the following markings:
 - manufacturer's name;
 - lot number or lot identification code (printed at time of packaging, not pre-printed);
 - *month and year of expiry labeled Expiry Date* in a language to be specified by the purchaser (the year shall be written as a four digit number, and the month as a two digit number);
 - other information specified by the purchaser.

Requirement

AQL 2.5% - Verify by visual inspection.

4. Packaging for Delivery Requirements

The properties listed below will be tested for compliance by inspection. Inspections or verifications in this section will generally be carried out at the *pre-qualification* stage and during *periodic audits*.

4.1 Cartons and markings**Sampling**

ISO 2859-1 Special Inspection Level S-3.

The lot size for the inspection of inner boxes or consumer packs is the number of inner boxes, and the sample unit is one inner box.

For the inspection of exterior shipping cartons, the lot size is the number of exterior shipping cartons, and the sample unit is one shipping carton.

Examination of inner boxes shall be done on boxes selected at random from sample shipping cartons.

Examination of defects of closure shall be done on randomly selected shipping cartons fully prepared for delivery.

Testing

By inspection carried out at the time of sampling and/or testing.

Requirements

The individual requirements for the various packaging and packing for delivery are set out below.

The AQL for these inspections is 2.5%.

Defects found in the packaging and the marking of packages for delivery shall be assessed in accordance with the table below.

Classification of defects in packaging and marking of packages for delivery

<u>Examine</u>	<u>Defects</u>
Contents	Number of condoms not as specified; packages or strips not as specified.
Marking	Omitted; incorrect; illegible; of an improper size (exterior, interior), location, sequence, or method of application.
Materials	Packaging/packing materials not as specified, missing, damaged or non-serviceable.
Workmanship	Shipping cartons inadequately closed and secured; poor application of internal, packaging and packing material; distorted intermediate packages.

Consumer packs

No consumer packs are included in the *WHO Specification*. Specify in accordance with the requirements of the programme.

Inner boxes

Inner boxes shall hold 144 (1 gross) individual condom packages in strips of three or four or as specified by the purchaser at the time of contract.

- The inner boxes shall be constructed of board plasticized on its inner surface and of sufficient strength and rigidity that the box will retain its shape through every stage of the distribution chain.
- The inner boxes will be marked in a legible manner to show the contents, and to facilitate identification in case of subsequent query.

The following information shall be included in the inner box marking.

- Lot identification number.
- Month and year of manufacture (including the words *Date of Manufacture, Month, Year*) in language(s) to be specified by the purchaser. The year will be written as a four-digit number and the month as a two-digit number.
- Month and year of expiry (including the words *Expiry Date, Month, Year*) in language(s) to be specified by the purchaser. The year will be written as a four-digit number and the month as a two-digit number.
- Manufacturer's name and registered address.
- Nominal width, expressed in millimeters.
- Number of condom in box.
- Instructions for storage.

Note: All markings must be legible.

Exterior shipping cartons

The inner boxes shall be packed into plastic or other waterproof lining bags, which will be placed in three-wall corrugated fibreboard cartons made from weather-resistant fibreboard with a bursting test strength of not less than 1900 kPa.

The carton flaps shall be secured with water-resistant adhesive applied to not less than 75% of the area of contact between the flaps or with 75 mm wide water-resistant tape applied to the full length of the centre seams and extending over the ends not less than 75 mm.

The cartons will be secured by plastic strapping at not less than two positions.

Alternatively, wire-bound, cleated plywood or nailed wood boxes are acceptable when lined with a waterproof barrier material.

The barrier material must be sealed at the edges with waterproof tape or adhesive, and there must be no sharp protrusions inside the boxes.

In some countries the three-walled corrugated fibreboard available is not of sufficient strength and rigidity to meet stacking requirements or to resist being cut at the corners when the plastic strapping is applied. In such cases, an inner carton of two-wall corrugated fibreboard shall be inserted into the shipping carton before packing the condoms.

The exterior shipping carton, like the inner box, shall be marked with information about the contents in a clearly legible manner. The information shall include:

- Lot identification number.
- Month and year of manufacture (including the words *Date of Manufacture, Month, Year*) in language(s) to be specified by the purchaser. The year shall be written as a four-digit number and the month as a two-digit number.
- Name and address of supplier.
- Nominal width.
- Number contained in the carton.
- Instructions for storage and handling.

4.2 Lot traceability

To facilitate monitoring of lot quality during shipping and storage, all exterior shipping cartons for each discrete lot shall be assembled and shipped together.

Best efforts shall be made to ensure that shipments remain as discrete lots and that these lots remain intact as far down the distribution system as possible.

These efforts may include the use of very large lettering for lot codes on the exterior shipping cartons, colour coding, palleting of discrete lots or otherwise physically linking all exterior shipping cartons from discrete lots, and issuing instructions to this effect to shippers and warehouse personnel.

Table 2 Summary of requirements for which tests are specified

Specification	#	Sampling	Testing	Requirements	AQ L
General Requirements	1				
Constituent materials	1.1			Documentation	
Shelf-life	1.2	3 lots/ 650 each	See Specification 1.2	Documentation	
Resistance to Oxidation	1.3	100 condoms	See Specification 1.3	P(9 days) – P(2 days) < 25%	
Performance Requirements	2				
Bursting volume	2.1	G-1	ISO 4074 Specification 2.1	<u>Width</u> ² 150	1.0
Bursting volume 70° C/ 7 days	2.1	80 condoms	ISO 4074	<20% drop	
Bursting Pressure	2.1	G-1*	ISO 4074	1kPa	1.0
Bursting Pressure 70° C/ 7 days	2.1	80 condoms	ISO 4074	<20% drop	
Freedom from Holes	2.2	G-1*	ISO 4074 Specification 2.2	No holes	0.25
Package integrity	2.3	S-3	See Specification 2.3	No leaks	2.5
Design Requirement	3				
Length	3.5	S-2	ISO 4074	180mm	1.0
Width	3.6	S-2	ISO 4074	53 ± 2mm mean ± 1mm	1.0
Thickness	3.7	S-2	See Specification 3.7	0.065 ± 0.015mm	1.0
Lubricant plus powder	3.8	S-2	See Specification 3.8	550 ±150mg	4.0
Packaging Requirement	4				
Package Materials and Markings	4.1	S-3	Specification 3.9 Specification 4.1	Visual Inspection	2.5

G-1 at least code M*

Note:- In the Technical Specification lot means production lot.

