

শুধুমাত্র বিক্রয়  
কেন্দ্রের জন্য



**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH  
MINISTRY OF HEALTH AND FAMILY WELFARE  
DIRECTORATE GENERAL OF FAMILY PLANNING  
6, KARWAN BAZAR, DHAKA-1215.**

**BIDDING DOCUMENTS FOR PROCUREMENT OF  
0.35 MILLION SETS SINGLE-ROD IMPLANT  
THROUGH INTERNATIONAL COMPETITIVE BIDDING (ICB)**

**HEALTH, NUTRITION AND POPULATION SECTOR PROGRAMME (HNPS)  
IDA CREDIT NO. 4052-BD.  
CONTRACT PACKAGE NO. GFP-04/10**

Name of the purchaser: Director (Logistics and Supply) and  
Line Director (Procurement, Storage and Supply Management)  
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## **Invitation for Bids**

**GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH**  
**MINISTRY OF HEALTH AND FAMILY WELFARE**  
**DIRECTORATE GENERAL OF FAMILY PLANNING**  
**6, KARWAN BAZAR, DHAKA-1215.**  
**HEALTH, NUTRITION AND POPULATION SECTOR PROGRAMME (HNPSP)**  
**PROCUREMENT OF 0.35 MILLION SETS SINGLE ROD IMPLANT**  
**IDA CREDIT No. 4052-BD.**  
**CONTRACT PACKAGE NO. GFP-04/10**

**Invitation for Bids (IFB)**

*IFB. No. DFP/L&S-3/2010-2011/ 6510 / 160*

*Dated: 14 November , 2010*

1. This invitation for bids follows the general procurement notice for this project that appeared in Development Business, issue no. 652 of 16 April 2005.
2. The People's Republic of Bangladesh has received a credit from the International Development Association (IDA) and grant from donors toward the cost of Health, Nutrition and Population Sector Programme (HNPSP) and it intends to apply part of the proceeds of this credit to payments under the contract for Procurement of "0.35 Million Sets Single Rod Implant" under Contract Package No. GFP-04/10. Bidding will be governed by the World Bank's eligibility rules and procedures.
3. The Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Directorate General of Family Planning, Ministry of Health & Family Welfare, Bangladesh now invites sealed bids from eligible bidders for **Procurement of "0.35 Million Sets Single Rod Implant" under Contract Package No. GFP-04/10 who have manufactured and/or marketed/supplied specific goods under this invitation for at least two years and similar goods for at least five years and meet the required qualification requirements described in the bidding documents.** The delivery schedules of the goods are as follows:

<b>Contract Package No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivery (Shipment) in weeks</b>	<b>Mode of shipment</b>
GFP-04/10	Contraceptive Single-Rod Implant	0.35 million (three hundred and fifty thousand) Sets	The entire delivery (shipment) shall be completed within 16 weeks from the date of opening of Letter of Credit (LC) in case of goods supplied from abroad and from the date of contract signing in case goods supplied from within Bangladesh. Goods may be supplied in single shipment or several partial shipments.	CIP, Central Warehouse, Mohakhali, Dhaka, Bangladesh

*Bidders are required to bid for entire quantity in the package; otherwise the bid will be rejected.*

4. Bidding will be conducted through the international competitive bidding procedures specified in the *World Bank's Guidelines: Procurement under IBRD Loans and IDA Credits*, May 2004 and is open to all bidders from eligible source countries as defined in the Guide-lines. However, all countries are eligible for this credit except Israel. A margin of domestic preference will apply.
5. Interested eligible bidders may obtain further information from the office of the Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Logistics & Supply Unit (5<sup>th</sup> floor), Directorate General of Family Planning, 6, Karwan Bazar, Dhaka and inspect the bidding documents at the address given

below during the office hours of the working days **up to the day before the deadline for Bid submission.**

6. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a nonrefundable fee of **Taka 6,500.00 or US\$ 100.00 up to the day before the deadline for Bid submission.** The method of payment will be pay order or bank draft or cashier's cheque. The bidding document will be sent by airmail or may be collected through authorized representatives.
7. Bids must be delivered to the office Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Logistics & Supply Unit (5<sup>th</sup> floor), Directorate General of Family Planning, 6, Karwan Bazar, Dhaka-1215, Bangladesh **at or before 11.00 hours Bangladesh Standard Time) on 06 January 2011.** All bids must be accompanied by a bid security of **Bangladesh Taka 11,750,000.00 or US\$ 169,000.00 or the equivalent amount in the bid currency** for each sub packages separately in the form of pay order/ bank draft cashier's cheque or bank guarantee from a bank acceptable to the Purchaser in the form and manner detailed in the Instructions to Bidders. Late bids will be rejected and shall be returned unopened. **Bids will be opened** in the presence of the bidders' representatives who choose to attend at the office of the Director (Logistics and Supply) and Line Director (Procurement, Storage and Supply Management), Logistics & Supply Unit (5<sup>th</sup> floor), Directorate General of Family Planning, 6, Karwan Bazar, Dhaka-1215, Bangladesh at **11.20 hours (Bangladesh Standard Time) on 06 January 2011.**
8. A pre-bid conference will be held in the office of the undersigned at 11.00 hours on 02 December 2011. All prospective bidders are requested to attend the conference in time. Attendance to the pre-bid conference is not mandatory.

(Md. Kafil Uddin)  
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Line Director (Procurement, Storage and Supply Management)  
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Email : [dirlsdgfp@gmail.com](mailto:dirlsdgfp@gmail.com)

**Section I.**

**Instructions to Bidders**

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## Instructions to Bidders

### A. Introduction

- |                         |  |
|-------------------------|--|
| 1. Scope of Bid         | <p>1.1 The Purchaser, as specified in the <b>Bid Data Sheet</b> and in the Special Conditions of Contract (SCC), invites bids for the supply of Goods (pharmaceuticals, vaccines, contraceptives, or nutritional supplements as specified in the <b>Bid Data Sheet</b>) described in the Schedule of Requirements. The name and identification number of the Contract is provided in the <b>Bid Data Sheet</b> and in the SCC.</p> <p>1.2 Throughout these bidding documents, the terms “writing” means any handwritten, typewritten, or printed communication, including telex, cable, and facsimile transmission, and “day” means calendar day. Singular also means plural.</p>  |
| 2. Source of Funds      | <p>2.1 The Borrower named in the <b>Bid Data Sheet</b> has applied for or received a loan or credit (as identified with the loan/credit number in the <b>Bid Data Sheet</b> and called a “loan” in these Bidding Documents) from the International Bank for Reconstruction and Development or from the International Development Association (interchangeably called “the Bank” in these Bidding Documents) equivalent to the amount in U.S. dollars indicated in the <b>Bid Data Sheet</b> toward the cost of the Project named in the <b>Bid Data Sheet</b>. The Borrower intends to apply a part of the proceeds of this loan to eligible payments under the Contract for which these bidding documents are issued.</p> <p>2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of Goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.</p> |
| 3. Fraud and Corruption | <p>3.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in Contract execution; and</p> <p>(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower; it includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Borrower of the</p>   |



benefits of free and open competition.

- (b) will not accept a Borrower's proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question.
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.
- 3.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 5.4 and 23.1 (d) of the General Conditions of Contract.
- 3.3 In pursuance of the policy defined in ITB Sub-Clause 3.1, the Bank will cancel the portion of the loan allocated to a Contract for Goods or works if it at any time determines that corrupt or fraudulent practices were engaged in by the representatives of the Borrower or of a beneficiary of the loan during the procurement or the execution of that Contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation.

4. Eligibility
- 4.1 Except as provided in ITB Sub-Clauses 4.2 and 4.3, this bidding process is open to:
- (a) those prequalified firms from eligible source countries, as defined in the edition specified by the **Bid Data Sheet** of the *Guidelines: Procurement under IBRD Loans and IDA Credits* herein referred to as the *Procurement Guidelines*, where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, or
  - (b) all firms from eligible source countries, as defined in the edition specified by the Bid Data Sheet of the *Procurement Guidelines*, where a prequalification process has not been undertaken for the contract(s) for which these Bidding Documents have been issued.
- The Bank maintains a list of countries from which Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center (PIC) of the World Bank. Joint ventures including members from ineligible source countries or including ineligible firms shall not be permitted to bid.
- 4.2 Firms of a member country may be excluded from bidding if:
- (a) either: (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods required; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
  - (b) a firm has been engaged by (i) the Borrower or (ii) the Purchaser or (iii) a Purchasing Agent that has been duly authorized to act on behalf of the Borrower or Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.
  - (c) government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous and (ii) operate under commercial law. No dependent agency of the Borrower or Sub-Borrower under a Bank-financed project shall be permitted to bid or submit a proposal for the procurement of Goods under the project.
- 4.3 A firm declared ineligible by the Bank in accordance with ITB Sub-Clause 3.1 (c) shall be ineligible to bid for a Bank-financed contract during the period of time determined by the Bank.
- 4.4 Pursuant to ITB Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.
- 4.5 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser as the Purchaser shall reasonably request.
5. Eligible Goods and Services
- 5.1 Funds from Bank loans are disbursed only on account of expenditures for the Goods and Services, provided by nationals of, and produced in or supplied from, eligible source countries as defined in the edition of the

*Procurement Guidelines* specified in the **Bid Data Sheet**. The Bank maintains a list of countries from which Bidders, Goods, and Services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the World Bank. Goods are produced in a Bank member country when they are mined, grown, or manufactured in the territory of that country. Goods produced or Services supplied from a Bank member country may be excluded if that member country is subject to the conditions specified in ITB Sub-Clause 4.2 (a) (i) or (ii).

- 5.2 For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.
- 5.3 For purposes of this clause, (a) the term “Goods” includes any Goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related services such as transportation, insurance, commissioning, and training.

6. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents
- 6.1 Pursuant to ITB Clause 14, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the eligibility of the Health Sector Goods and services to be supplied under the Contract.
- 6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services offered that shall be confirmed by a certificate of origin issued at the time of shipment.
- 6.3 The documentary evidence of conformity of the Goods and Services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
  - (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
  - (c) any other procurement-specific documentation requirement as stated in the **Bid Data Sheet**.
- 6.4 Unless the **Bid Data Sheet** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser's country. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser either:
- (a) a copy of the Registration Certificate of the Goods for use in the Purchaser's country.
- OR, if such Registration Certificate has not yet been obtained,
- (b) evidence establishing to the Purchaser's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in the **Bid Data Sheet**.
- 6.4.1 The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within the Purchaser's country. The agency and contact person able to provide additional information about registration are identified in the **Bid Data Sheet**.
- 6.4.2 If the Goods of the successful Bidder have not been registered in the Purchaser's country at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.
- 6.5 For purposes of the commentary to be furnished pursuant to ITB Clause 6.3 (b) above, the Bidder shall note that standards as well as references to brand names designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalog numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

7. Qualifications of the Bidder 7.1 The Bidder shall provide documentary evidence to establish to the Purchaser's satisfaction that:
- (a) the Bidder has the financial, technical, and production capability necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet**, and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet**. If a prequalification process has been undertaken for the Contract, the Bidder shall, as part of its bid, update any information submitted with its application for prequalification.
  - (b) in the case of a Bidder offering to supply Health Sector Goods, identified in the Bid Data Sheet, that the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the manufacturer or producer of such Goods to supply the Goods in the Purchaser's country;
  - (c) in the case of a Bidder who is not doing business within the Purchaser's country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (d) the Bidder meets the qualification criteria listed in the **Bid Data Sheet** (see additional clauses of Bid Data Sheet for pharmaceuticals and vaccines).
8. One Bid per Bidder 8.1 A firm shall submit only one bid either individually or as a partner of a joint venture (other than in cases of alternatives pursuant to ITB Clause 20). A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.
9. Cost of Bidding 9.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## B. The Bidding Documents

10. Content of Bidding Documents 10.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 12.
- Section I. Instructions to Bidders (ITB)
  - Section II. Bid Data Sheet (BDS)
  - Section IV. General Conditions of Contract (GCC)
  - Section V. Special Conditions of Contract (SCC)
  - Section VI. Schedule of Requirements
  - Section VII. Technical Specifications
  - Section VIII. Sample Forms (including Contract Agreement)
- 10.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 10.1 above, said Bidding Documents will take

- precedence.
11. Clarification of Bidding Documents
- 11.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing or by cable (for these ITB, the term “cable” is deemed to include electronic mail, telex, or facsimile) at the Purchaser’s address indicated in the Bid Data Sheet. The Purchaser will respond in writing to any request for clarification received no later than fourteen (14) calendar days prior to the deadline of submission of bids. Copies of the Purchaser’s response shall be sent to all prospective Bidders who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source.
12. Amendment of Bidding Documents
- 12.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing Addenda.
- 12.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be communicated in writing to all purchasers of the Bidding Documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
- 12.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser shall extend, at its discretion, the deadline for submission of bids, in which case, the Purchaser will notify all Bidders by cable confirmed in writing of the extended deadline.

## C. Preparation of Bids

13. Language of Bid
- 13.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
14. Documents Constituting the Bid
- 14.1 The bid submitted by the Bidder shall comprise the following:
- (a) duly filled-in Form of Bid and Price Schedule, in accordance with the forms indicated in Section VIII;
  - (b) original form of bid security in accordance with the provisions of ITB Sub-Clause 19 (Bid Security);
  - (c) alternative offers, at the Bidder’s option, when permitted;
  - (d) written power of attorney authorizing the signatory of the bid to commit the Bidder;
  - (e) in the absence of prequalification, documentary evidence in accordance with ITB Sub-Clause 4.4 establishing to the Purchaser’s satisfaction the Bidder’s eligibility to bid including but not limited to documentary evidence that the Bidder is legally incorporated in a territory of an eligible source country as defined under ITB Clause 4;
  - (f) documentary evidence establishing to the Purchaser’s

satisfaction, and in accordance with ITB Clause 6 that the Goods and ancillary services to be supplied by the Bidder are eligible Goods and Services, pursuant to ITB Clause 5, and that they conform to the Bidding Documents;

- (g) documentary evidence establishing to the Purchaser's satisfaction, and in accordance with ITB Clause 7 that the Bidder is qualified to perform the Contract if its bid is accepted. In the case where prequalification of Bidders has been undertaken, and pursuant to ITB Paragraph 7.1 (a) the Bidder must provide evidence on any changes in the information submitted as the basis for prequalification, or if there has been no change at all in said information, a statement to this effect;
- (h) any other documentation as requested in the **Bid Data Sheet**.

#### 15. Bid Form

- 15.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices.
- 15.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:
  - (a) **Group A:** Bids offering Health Sector Goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be produced or manufactured has been engaged in producing or manufacturing such Goods at least since the date of bid submission.

- (b) **Group B:** All other bids offering Health Sector Goods from within the country of the Purchaser.
  - (c) **Group C:** Bids offering Goods of foreign origin to be imported by the Purchaser directly or through the Supplier's local agent.
- 15.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the Bidding Documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.
- 16. Bid Prices
  - 16.1 The Bidder shall indicate on the appropriate Price Schedule, as applicable, the unit prices of each item, total prices of each lot, and the total Bid price of the Goods it proposes to supply under the Contract.
  - 16.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
    - (a) For Goods offered from within the Purchaser's country:
      - (i) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales tax and other duties and taxes already paid or payable:
        - on the components and raw material used in producing or manufacturing the Goods quoted ex works or ex factory;
        - on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
      - (ii) any Purchaser country sales and other taxes that will be payable on the Goods if the Contract is awarded.
      - (iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination, if specified in the **Bid Data Sheet**.



- (iv) the price of other incidental Services, if any, listed in the **Bid Data Sheet**.
- (b) For Goods offered from abroad:
  - (i) the price of the Goods shall be quoted CIF named port of destination, CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Bid Data Sheet**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - (ii) the price of the Goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet**.
  - (iii) the price of Goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet**.
  - (iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the Goods from the port of entry to their final destination, if specified in the **Bid Data Sheet**.
  - (v) the price of incidental Services, if any, listed in the **Bid Data Sheet**.
- 16.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 16.4 The Bidder's separation of price components in accordance with ITB Clause 16.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 16.5 Unless otherwise specified in the **Bid Data Sheet**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 29. If, however, in accordance with the **Bid Data Sheet**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation will not be rejected, but the price will not be adjusted.
- 16.6 Pursuant to Sub-Clause 16.1 above, and if so indicated in the **Bid Data Sheet**, bids are being invited for one or more items, or for individual Contracts (lots) each comprising at least eighty percent (80%) of the total number of items required under the lot. In both cases, each item offered must comprise the full quantity required under that item. Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package or, alternatively, to individual Contracts within the package. Price reductions may be submitted as an amount or a percentage to be applied to the bid

- prices.
17. Currencies of Bid
- 17.1 Prices shall be quoted in the following currencies:
- (a) The Bidder may express the bid price of the Health Sector Goods to be supplied from outside the Purchaser's Country entirely in the currency or currencies of Bank member countries. If the Bidder wishes to be paid in a combination of different currencies, it must quote its price accordingly, but no more than three foreign currencies may be used.
  - (b) Unless otherwise specified in the **Bid Data Sheet**, the Bidder shall express its prices for such goods to be supplied from within the Purchaser's country in the currency of the country of the borrower.
18. Period of Validity of Bids
- 18.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the date of bid submission specified in ITB Clause 23. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 18.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request that the Bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. Except as provided in ITB Clause 18.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.
- 18.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the first bid validity extension, the contract price will be increased by a factor that reflects changes in the cost of inputs specified in the request for second and subsequent extensions.
19. Bid Security
- 19.1 Unless otherwise specified in the **Bid Data Sheet**, the Bidder shall furnish, as part of its bid, a bid security in the amount stipulated in the **Bid Data Sheet** in the currency of the Purchaser's country, or the equivalent amount in a freely convertible currency.
- 19.2 The bid security shall remain valid for a period of 28 days beyond the validity period for the bid.
- 19.3 The bid security shall be denominated in the currency of the Purchaser's country, or in a freely convertible currency, and shall be, at the Bidder's option, in one of the following forms:
- (a) a cashier's or certified check;
  - (b) a letter of credit issued by a reputable bank located in any eligible country;
  - (c) a (bank) guarantee issued by a reputable bank selected by the Bidder located in any eligible country. The format of the (bank) guarantee shall be in accordance with the form of bid security included in Section VIII or any other form acceptable to the Purchaser.
- 19.4 Any bid not accompanied by an acceptable bid security shall be rejected by the Purchaser as nonresponsive. The bid security of a

- joint venture must be in the name of the joint venture submitting the bid.
- 19.5 The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 28 days after the expiration of the period of bid validity.
- 19.6 The bid security of the successful Bidder will be returned when the Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited
- (a) if the Bidder withdraws its bid, except as provided in ITB Sub-Clauses 18.2 and 25.3; or
  - (b) if the Bidder does not accept the correction of its bid price, pursuant to ITB Clause 30; or
  - (c) in the case of a successful bidder, if the Bidder fails within the specified time limit to:
    - (i) sign the contract, or
    - (ii) furnish the required performance security.
20. Alternative Bids by Bidders 20.1 Unless specified in the Bid Data Sheet, alternative bids shall not be accepted.
21. Format and Signing of Bid 21.1 The Bidder shall prepare an original and the number of copies/sets of the bid indicated in the **Bid Data Sheet**, clearly marking each one as "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 21.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 14.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The later authorization shall be indicated by written power of attorney, which pursuant to ITB Sub-Clause 14.1 (d) shall accompany the bid.
- 21.3 Any interlineation, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.
- 21.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract.

## D. Submission of Bids

22. Sealing and Marking of Bids 22.1 The Bidder shall enclose the original and each copy of the bid including alternative bids, if permitted in accordance with ITB Clause 20, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes containing the original and copies shall then be enclosed in another

envelope.

- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Purchaser at the address given in the **Bid Data Sheet**;
  - (c) bear the specific identification of this bidding process indicated in the **Bid Data Sheet**, the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet**; and
  - (d) bear a statement “DO NOT OPEN BEFORE [date and time]” to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 23.1.
- 22.3 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 22.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 23. Deadline for Submission of Bids**
- 23.1 Bids must be received by the Purchaser at the address specified in the **Bid Data Sheet** relating to ITB Sub-Clause 22.2 (b) no later than the time and date specified in the **Bid Data Sheet**.
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 12.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 24. Late Bids**
- 24.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the **Bid Data Sheet** pursuant to ITB Clause 23 will be rejected and returned unopened to the Bidder.
- 25. Modification and Withdrawal of Bids**
- 25.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 25.2 The Bidder’s modification shall be prepared, sealed, marked, and dispatched as follows:
- (a) The Bidder shall provide an original and the number of copies specified in the **Bid Data Sheet** of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked “BID MODIFICATION-ORIGINAL” and “BID MODIFICATION-COPIES.” The inner envelopes shall be sealed in an outer envelope, which shall be duly marked “BID MODIFICATION.”
  - (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 22.2 and 22.3.
- 25.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for

submission of bids. The notice of withdrawal shall:

- (a) be addressed to the Purchaser at the address named in the **Bid Data Sheet**,
- (b) bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words "BID WITHDRAWAL NOTICE," and
- (c) be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.

25.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.3, shall be returned unopened to the Bidders.

25.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 19.7.

## E. Opening and Evaluation of Bids

### 26. Bid Opening

26.1 The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. Bidders' representatives shall sign a register as proof of their attendance.

26.2 Envelopes marked "WITHDRAWAL" shall be read out and the envelope with the corresponding bid shall not be opened but returned to the Bidder. No bid withdrawal notice shall be permitted unless the corresponding withdrawal notice is read out at bid opening. Envelopes marked "MODIFICATION" shall be read out and opened with the corresponding bid.

26.3 Bids shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the bid price of each item or lot, as the case may be, including discounts and alternative offers, if allowed in the Bid Data Sheet; the presence or absence of a bid security, if required; the presence or absence of requisite powers of attorney; and any other such details as the Purchaser may consider appropriate. No bid shall be rejected at bid opening except for late bids pursuant to Sub-Clause 24.1.

26.4 Bids (and modifications sent pursuant to ITB Sub-Clause 25.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

26.5 The Purchaser will prepare minutes of the bid opening at the end of the opening session, including, as a minimum: the name of the Bidder and whether there was a withdrawal or modification; the bid price; including any discounts or alternatives offered if permitted in the Bid Data Sheet; the presence or absence of a bid security; the presence or absence of requisite powers of attorney.

The Bidder's representatives who are present shall be requested to sign the minutes. The omission of a Bidder's signature on the minutes shall not invalidate the content and effect of the minutes.

- The minutes should be distributed to all Bidders who request them.
27. Clarification of Bids      27.1    During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 30.1.
28. Confidentiality            28.1    Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 28.2    Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 28.3    From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.
29. Examination of Bids and Determination of Responsiveness      29.1    The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. In the case where a prequalification process has been undertaken for the Contract(s) for which these Bidding Documents have been issued, the Purchaser will ensure that each bid is from a prequalified Bidder.
- 29.2    The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 29.3    Prior to the detailed evaluation, pursuant to ITB Clause 32, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionalities, or reservations. A material deviation, exception, objection, conditionality, or reservation is one: (i) that limits in any substantial way the scope, quality, or performance of the Goods and related Services; (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract; and (iii) that the acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- 29.4    If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

30. Correction of Errors      30.1      Arithmetical errors will be rectified as follows. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail. If there is a discrepancy between subtotals and the total price, the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
31. Conversion to Single Currency      31.1      To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to either:
- (a)      the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country.
- or**
- (b)      a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.
- 31.3      The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.
32. Evaluation and Comparison of Bids      32.1      The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive, pursuant to ITB Clause 29.
- 32.2      The Purchaser's evaluation of a bid will exclude and not take into account:
- (a)      in the case of Goods manufactured in the Purchaser's country or Goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, that will be payable on the Goods if a contract is awarded to the Bidder;
- (b)      in the case of Goods of foreign origin offered from abroad, customs duties and other similar import taxes that will be payable on the Goods if the contract is awarded to the Bidder; and
- (c)      any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 32.3      The comparison shall be between the EXW price of the Goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the Goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the Goods offered from outside the Purchaser's country.
- 32.4      The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Sub-Clause 16.2, one or more of the following factors as specified in the BDS,

and quantified in ITB Sub-Clause 32.5:

- (a) subject to ITB Sub-Clause 16.2 (a) (iii) or 16.2 (b) (iv) the cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the Goods to their final destination;
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the Special Conditions of Contract;
- (d) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

32.5 For factors retained in the **Bid Data Sheet** pursuant to ITB Sub-Clause 32.4, one or more of the following quantification methods will be applied, as detailed in the **Bid Data Sheet**:

- (a) Inland transportation from EXW/port of entry/border point, insurance, and incidentals.

Inland transportation, insurance, and other incidental costs for delivery of the Health Sector Goods from EXW/port of entry/border point to the site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, Bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

- (b) Delivery schedule.
  - (i) The Purchaser requires that the Health Sector Goods under these Bidding Documents shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the Health Sector Goods at the site will be calculated for each bid after allowing for reasonable international and inland transportation time. A delivery "adjustment" will be calculated for and added to each bid by applying a percentage, specified in the **Bid Data Sheet**, of the EXW/CIF/CIP price for each week of delay beyond the expected time of arrival specified in the Bidding Documents for evaluation purposes. No credit shall be given to early delivery.

**or**

- (ii) The Health Sector Goods covered under these Bidding Documents are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirements. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet**, will be added for evaluation to the bid price of bids offering deliveries



later than the earliest delivery period specified in the Schedule of Requirements.

**or**

(iii) The Health Sector Goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet**, of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) Deviation in payment schedule.

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

**or**

(ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is permitted in the **Bid Data Sheet**, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet**.

(d) Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or in the Technical Specifications.

33. Domestic Preference
- 33.1 If indicated in the **Bid Data Sheet** and for the purpose of bid comparison, the Purchaser will grant a margin of preference to Goods manufactured in the Purchaser's country. This margin of preference will be granted in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Paragraph 15.2 (a).
- 33.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify if necessary, the bid group classification to which Bidders assigned their bids in preparing their Bid Forms and Price Schedules.
- 33.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for Contract award.

- 33.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported Goods offered in each Group C bid, for the purpose of this further comparison only:
- (a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of Goods offered in each Group C bid;
- or**
- (b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such Goods, if the customs duties that a nonexempt importer would have to pay and taxes exceed fifteen (15) percent of the CIF (or CIP border point or CIP place of destination) price of such Goods.
  - (c) Domestic preference will be applied only to those items indicated in the Schedule of Requirements that meet the criteria under Paragraph 15.2 (a).

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Sub-Clause 33.3 above, will be selected for award.

## F. Award of Contract

34. Postqualification
- 34.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 7.1 and any additional postqualification criteria stated in the **Bid Data Sheet**. If a prequalification process was undertaken for the Contract(s) for which these Bidding Documents were issued, the Purchaser will determine in the manner described above that no material changes have occurred after the prequalification that negatively affect the ability of the Bidder that has submitted the lowest evaluated bid to perform the Contract.

- 34.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate.
- 34.3 An affirmative postqualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.
35. Award Criteria 35.1 Pursuant to ITB Clauses 32, 33, and 38, the Purchaser will award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 34.
36. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids 36.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
37. Purchaser's Right to Vary Quantities at Time of Award 37.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
38. Notification of Award 38.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted.
- 38.2 The notification of award will constitute the formation of the Contract.
- 38.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 19.
- 38.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
39. Signing of Contract 39.1 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.
- 39.2 Within twenty-eight (28) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

40. Performance Security
- 40.1 Within twenty-eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Bidding Documents, or in another form acceptable to the Purchaser.
- 40.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 39 or ITB Sub-Clause 40.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

**Section II.**

**Bid Data Sheet**



## Bid Data Sheet

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

**A. GENERAL**

ITB 1.1	<p>Name of Purchaser: Director (Logistics and Supply) and Line Director(Procurement, Storage and Supply Management), Directorate General of Family Planning. Name of authorized Purchasing Agent: <b>None</b> Type of goods: <b>Contraceptive Single-Rod Implant.</b> Name and identification number of the Contract: - <b>Procurement of 0.35 Million Sets Contraceptive Single-Rod Implant:</b> Under Contract Package no. GFP-04/10.</p>
ITB 2.1	<p>Name of the Borrower: <b>Government of the People's Republic Bangladesh</b> Credit Number: <b>IDA Credit No. 4052-BD</b> Credit amount: <b>US\$ 300 million plus grants from donors.</b> Name of Project: <b>Health, Nutrition and Population Sector Program (HNPS)</b></p>
ITB 4.1 & 5.1	<p>Applicable edition of the <i>Guidelines</i>: <b>Procurement under IBRD Loans and IDA Credits: May 2004</b></p>
ITB 6.3 (c)	<p>Documentation requirements for eligibility of Goods. In addition to the documents stated in Clause 6.2 and 6.3 (a) and (b), the following documents should be included with the Bid:</p> <p>The Goods offered should meet the specific pharmacopoeial standards as stated in the Technical Specification. If Goods offered are not included in one of the specified pharmacopoeias (e.g., the case of new drug), the Bidder will provide testing protocols and alternative reference standards.</p>
ITB 6.4 (b)	<p>The Government of Bangladesh has established product registration requirements for the Health Sector Goods, Successful Bidder is required to obtain and comply with authoritative and regulatory requirements from the source motioned under IFB 6.4.1 of the BDS below.</p>
ITB 6.4.1	<p>For the purpose of obtaining additional information about the requirements for registration, Bidders may contact Director, Directorate of Drugs Administration, 105/106, Motijheel Commercial Area, Dhaka, Bangladesh, Telephone: 880-2-9556126, 9553456 Fax: 880-2-9568166, E-mail: <a href="mailto:drugs@citech.net">drugs@citech.net</a> Website: <a href="http://www.ddabd.org">www.ddabd.org</a></p> <p>Note: Because of the potential for delay when various government agencies must intervene in the registration process, bidders are alerted to inquire about registration requirements and procedures as early as possible.</p>

ITB 7.1 (a)

Qualification requirements for Bidders are (for each sub-package) :

Bidder shall provide the documentary evidence that bidder has the financial, technical and production capability necessary to perform the contract if its bid is accepted:

1. that it has Annual Production Capacity of at least **2.25 Million Sets Contraceptive Single-Rod Implant;**
2. that it has successfully completed at least **three contracts** (each contracts not less than 0.2 million sets) of **Contraceptive Single-Rod Implant** within the period of **last five years (from the date of bid submission).**
3. The annual sales turnover should be at least US\$ 20.00 (twenty) million or BDT 1400 million ( Fourteen Hundred million ) equivalents in any one of the last three years.

*Note: The manufacturer of the offered goods must fulfill all the above requirements. In addition, if the bidder does not itself manufacture the offered goods (i.e. is a supplier), then the bidder must also fulfill requirements Nrs 2 and 3 above.*

And, the following documents must be included with the bid:

Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted:

[i] that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:

- (a) is incorporated in the country of manufacture of the Goods;
- (b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods;
- (c) has manufactured and marketed the specific goods covered by this Bidding Document, for at least two (2) years, and for similar Goods for at least five (5) years;
- (d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention (PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission; and GMP certification may be verified by DGFP directly from issuing/registering authority / agency.; and

[ii] that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce,

- (a) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the above criteria under [i] to supply the Goods in the Purchaser's country as per authorization from 8 in Section VIII; Manufacturer's authorization may be verified by DGFP directly from the Manufacturer;
- (b) has a Good Distribution Practice (GDP) Certification where appropriate. and

[iii] The Bidder shall also furnish the following documents along with his bid:

- (a) a copy of its manufacture license and a statement of installed manufacturing capacity;



	<p>(b) copies of its audited financial statements for the past three fiscal years;</p> <p>(c) details of on-site quality control laboratory facilities and services and range of tests conducted;</p> <p>(d) list of major supply contracts conducted within the last five years including detail contact information of the purchasers.</p> <p>(e) List of Pharmaceuticals being manufactured by the bidder with product registration/license number and date.</p> <p>(f) a certificate of pharmaceutical product (CoPP) as recommended by WHO for each offered. CoPP may be verified by DGFP directly from issuing/registering authority/ agency ;</p> <p>The sub-paragraph “a” “c” and “e” will apply to the respective manufacturer(s) of the goods offered.</p> <p><b>Note:</b> <i>Bidder will provide contact details – contact person name, email address and telephone, fax number of the issuing/registering authority/agency of respective quality certificate (GMP, CoPP, and others), manufacturer’s authorization, so that, DGFP may obtain independent authentication/verification of the same if necessary. DGFP will reserve the right to obtain such independent verification/authentication. Failure to receive response from the said issuing authority /agency within three weeks after contacting it would result in rejection of the respective bid by DGFP.</i></p>
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## B. THE BIDDING DOCUMENTS

ITB	11.1	<p>Purchaser’s address:          Director (Logistics and Supply) and          Line Director (Procurement, Storage and Supply Management)          Logistics &amp; Supply Unit (5<sup>th</sup> floor)          Directorate General of Family Planning,          6,Karwan Bazar, Dhaka 1215 , Bangladesh.          Telephone: 88-02-8144049          Fax: 88-02-8144049          Email- <a href="mailto:dirlsdgfp@gmail.com">dirlsdgfp@gmail.com</a></p>
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## C. PREPARATION OF BIDS

ITB 13.1	<p>The language of all correspondence and documents related to the bid is: <b>English.</b></p> <p>Moreover, the key passages of all accompanying printed literature in any other language must be translated into the above language.</p>
ITB 14.1 (d)	<p>A power of attorney authorizing the signatory to sign the Bid on behalf of the Bidder from competent authority must be provided separately. If the signatory of the Bid is duly authorized by the memorandum and article of association or the constitution of the Bidder, certified copy of the relevant section of the said constitution should be provided. In case , the Bidder is a sole proprietary/partnership firm, necessary affidavit should be provided. Otherwise the bid may be rejected. If necessary –the power of Attorney will be verified directly from the issuing authority.</p>