

INSTRUCTIONS TO BIDDERS

1. FORM AND LANGUAGE OF BID

Forms provided must be used in preparing Bids and strict compliance with the requirements of this Invitation to Bid is mandatory. The Bid must be in the English language otherwise it will be INVALIDATED. Handwritten Bids are not recommended: UNICEF will not accept responsibility for errors in tabulation.

2. MARKING AND RETURNING BIDS

SEALED BIDS must be securely closed in the bid envelope provided, or other suitable envelop, clearly MARKED on the outside with the BID NUMBER and despatched to arrive at the UNICEF office indicated NO LATER THAN THE CLOSING TIME AND DATE. Bids received in any other manner will be INVALIDATED.

Bids received without the Bid number will be INVALIDATED.

3. TIME FOR RECEIVING BIDS

3.1 Sealed Bids received prior to the stated closing time and date will be kept unopened.

3.2 The Bids will be opened when the specified time has arrived and no Bid received thereafter will be considered.

3.3 UNICEF will accept no responsibility for the premature opening of a Bid not properly addressed or identified.

3.4 All Late Bids (i.e., those received after the stipulated closing time and date) shall be returned to the Bidder by the Bid Section.

4. PUBLIC OPENING OF BID

Bidders, or their authorized representative, may attend the public opening of the Bid at the time, date and location specified.

5. REQUEST FOR INFORMATION

Any request for information regarding the specifications should be forwarded on the Vendor's letterhead, to the Procurement Officer indicated on the cover page of the Bid.

6. CHANGES FROM SPECIFICATION

Whenever items offered are not exactly in compliance with specifications indicated by UNICEF, or wherever alternatives are offered, it is the Bidder's responsibility to provide with the Bid full descriptive specification and documentation of such items.

7. CORRECTIONS

Erasures or other corrections in the Bid must be explained and the signature of the Bidder shown alongside.

8. MODIFICATION AND WITHDRAWAL

8.1 All changes to a Bid must be received prior to the closing time and date. It must be clearly indicated that it is a modification and supersedes the earlier Bid, or state the changes from the original Bid.

8.2 Bids may be withdrawn on written or faxed request received from Bidders prior to the opening time and date. Negligence on the part of the Bidder confers no right for the withdrawal of the Bid after it has been opened.

9. VALIDITY OF BIDS

Bid should be valid for a period of not less than 60 (sixty) days. UNICEF may request the validity of Bid be extended.

10. LEAD TIMES AND DELIVERY DATE

Lead time(s) and delivery date(s) must be stated. These parameters will be taken into account in the Bid adjudication

11. CURRENCY OF BID

The currency of the Bid is requested to be Bangladesh Taka.

12. INVOICING AND PAYMENT

The Bidder shall be paid in the currency of the Bid. UNICEF'S standard payment terms are net 30 days after receipt of FULL PAYMENT DOCUMENTATION and PROOF OF DELIVERY/ DESPATCH as specified in the Purchase Order.

13. DISCOUNTS

Discounts on quantities and/or volume purchased and/or faster payment are acceptable to UNICEF. Time in connection with discounts offered will be computed from the date of receipt at the UNICEF office of FULL PAYMENT DOCUMENTATION as specified on the Purchase Order.

Any discounts offered for any reason other than those mentioned above must be stated on the Bid.

14. QUALITY ASSURANCE

If the Bidder is already certified, or in the process of being certified, ISO 9001/9002, or has GMP and FDA approval or equivalent standard (if equivalent, kindly indicate which standard is used), this should be clearly indicated in the Bid and a copy of the Certificate attached to the Bid.

15. RIGHTS OF UNICEF

15.1 UNICEF reserves the right to INVALIDATE any Bid for reasons mentioned above, and, unless otherwise specified by UNICEF or by the Bidder, to accept any item in the Bid.

15.2 UNICEF reserved the right to INVALIDATE any Bid received from a Bidder who has previously failed to perform properly or complete contracts on time, or a Bid received from a Bidder who, in the opinion of UNICEF, is not in a position to perform the contract.

16. AWARD/ ADJUDICATION OF BIDS

16.1 The contract will be awarded to the Bidder offering a combination of lowest acceptable prices and best delivery lead time, whose products are acceptable, combined with quality, flexibility, buffer stock, and other additional services including logistic operations that could be beneficial to UNICEF and whose Bid is in compliance with all Instructions, Specific Terms and Notes, Special Notes and General Terms and Conditions contained in the Bid, provided the Bid is reasonable and it is in the interest of UNICEF to accept it.

16.2 UNICEF reserves the right to make multiple arrangements for any items(s) where, in the opinion of UNICEF, the lowest Bidder cannot fully meet the delivery requirements or if it is deemed to be in UNICEF'S best interests to do so. Any arrangement under this condition will be made on the basis of the lowest, second lowest and third lowest, etc. Bid, this meets all the requirements above.

16.3 Bidder which has not previously received Purchase Orders from UNICEF, in case of an award, may receive an Order for a limited quantity until satisfactory performance is established.

16.4 Contracts awarded will be governed by UNICEF's Financial Rules and Regulations and UNICEF's General Terms and Conditions.

16.5 The Bidder shall permit UNICEF representatives access to their facilities at any reasonable time to inspect the premises that will be used for the production, testing and packaging of the products, and will provide reasonable assistance to the representatives for such inspection, including copies of any test results or quality control reports as may be necessary.

17. CATALOGUES

Bidders, who have not already done so, are requested to send a copy of their current catalogue.

18. VENDOR PROFILE FORM

Bidders, who have not already done so, are requested to complete the Vendor Profile Form and return it to UNICEF with the Bid.

19. ERROR IN BID

Bidders are expected to examine all Schedules and all Instructions pertaining to the work or Bid. Failure to do so will be at Bidder's own risk. In case of errors in the extension price, unit price shall govern.

20. COUNTRY OF ORIGIN

Items produced in countries other than that of the Bidder must be indicated, stating the Country of Origin. Bidders may be required to submit a Certificate of Origin of Goods issued by the Chamber of Commerce or other equivalent authority. Ver: 02-Apr-98