INSTITUTE OF HUMAN VIROLOGY, NIGERIA

INVITATION TO BID

BID TITLE: Development and National Deployment of an Integrated HTM Quantification, Pipeline Monitoring and Inventory Intelligence Platform for Nigeria (QuantifyNG): AI-Driven Supply Chain Intelligence for Uninterrupted TB/HIV Commodities in Nigeria under GF N-THRIP grant.

Background	The Institute of Human Virology, Nigeria (IHVN) was established in 2004 as a local organization to address the HIV/AIDS crisis in Nigeria through the development of infrastructure for treatment, care, prevention, and support for people living with and that affected by HIV/AIDS but has now expanded its services to other infectious diseases of TB and malaria, including cancers. IHVN is structured to develop and maintain linkages with local and international organizations in collaborative ways that support the Government of Nigeria's health sector strategic plans. IHVN key technical and funding partners are the Centers for Disease Control and Prevention (CDC) and the Global Fund to Fight AIDS, Tuberculosis and Malaria. Nigeria continues to face significant challenges in the forecasting, quantification, supply planning, and inventory intelligence management of critical public health commodities for HIV, Tuberculosis (TB), Malaria, Reproductive Health, Family Planning, and Maternal, Newborn and Child Health (MNCH). Current national quantification and supply planning processes rely on fragmented and largely non-interoperable tools, including Excel-based systems, QuanTB, QAT, standalone dashboards, and partner-specific applications. These limitations contribute to: • Delayed decision-making • Forecast inaccuracies • Pipeline visibility gaps • Stockouts • Stock imbalances and expiries • Weak interoperability • Duplication of efforts • Limited sustainability and government ownership To address these gaps, the Federal Ministry of Health (FMOH), in collaboration with partners, seeks to develop and deploy **QuantifyNG** — an integrated, web-based, open-source national platform for health commodity quantification, supply planning, inventory intelligence, and predictive analytics. The platform is envisioned to unify:

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Forecasting
Pipeline monitoring
Procurement planning
Inventory intelligence
Stock risk visualization
Early warning systems for stock disruptions
Scenario modelling
AI-assisted analytics and decision support

across HIV, TB, Malaria, FP, MNCH, and related public health programs.
The platform will also support interoperability with existing national systems including:

NHLMIS
mSupply
Pick n pack
Other approved national and partner systems.

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<tr><td>Objective of this assignment</td><td>
The objective of this assignment is to engage a technically competent technology firm to design, develop, pilot, deploy, institutionalize, and support the national rollout of QuantifyNG as an integrated national platform for HTM commodity quantification and supply planning.

The selected vendor will provide:

Software architecture and development
Interoperability implementation
AI-enabled analytics capability
Hosting and security configuration
Deployment support
User training
Pilot implementation
National rollout support
Post-deployment maintenance and sustainability support

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Scope of Bid	• Bidders are invited to submit a Bid for the goods and/or services specified above: Schedule of Requirements, in accordance with this bid.
Interpretation of the Bid	• This Request For Bid (RFB) is an invitation to treat and shall not be construed as an offer capable of being accepted or as creating any contractual, other legal or restitutionary rights. • This RFB is conducted in accordance with the applicable provisions of IHVN Procurement Manual (latest version of which can be accessed at: www.ihvnigeria.org and other relevant Organizational Directives and Administrative Instructions that are referred to in the Procurement Manual.
Language	• The Bid, as well as all correspondence and documents relating to the Bid shall be written in the English language, unless specified otherwise in the bid advert. 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 into the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern. • The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
Bid Eligibility	Bidders may be a private, public, or government-owned legal entity or any association with legal capacity to enter into a binding Contract with IHVN. A Bidder, and all parties constituting the bidder, may have the nationality of any country apart from the nationalities, if any, listed in United State Government Debarment List. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. A Bidder shall not have a conflict of interest. A bidder shall be considered to have a conflict of interest if: • A Bidder has a close business or family relationship with a IHVN personnel who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract. • A Bidder is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by IHVN to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods, services or works required in the present procurement process; • A Bidder has an interest in other bidders, including when they have common ownership and/or management. Bidders shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all bids in which the Bidder is involved. This includes situations where a firm is the Bidder in one bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid. Bidders must disclose any actual or potential conflict of interest in the Bid Submission and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to IHVN. Failure to disclose any actual or potential conflict of interest may lead to the Bidder being sanctioned.

	A Bidder shall not be eligible to submit a quotation if and when at the time of quotation submission, the Bidder: • Is included in any other Ineligibility List from a IHVN partner and if so listed in United State Government Debarment List. • Is currently suspended from doing business with IHVN and removed from its vendor database(s), for reasons other than engaging in proscribed practices as defined in the IHVN Procurement Policy.
Fraud & Corruption, Gifts and Hospitality	➢ IHVN strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of IHVN vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. IHVN's Anti-Fraud email: speakout@ihvnigeria.org can be reached at all times to report any foul play at any level. ➢ Bidders/vendors shall not offer gifts or hospitality of any kind to IHVN staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners. In pursuance of this policy, IHVN: a. Shall reject a bid if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question. b. Shall declare a vendor ineligible, either indefinitely or for a stated period, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing an IHVN contract.
Clarification of the Bid	Bidders may request clarification in relation to the RFB by submitting a written request to the contract stated in the Bid advert, until the time stated as deadline on the RFB. Explanations or interpretations provided by personnel other than the contact person named will not be considered binding or official.
Bid Currency	The bid shall be made in Naira. If applicable, for comparison and evaluation purposes, IHVN will convert the quotations into USD at the official IHVN rate of exchange in force at the time of the deadline for Bid Submission. IHVN reserves the right not to reject any bid submitted in a currency other than the mandatory bidding currency. IHVN may accept bid submitted in another currency than stated above if the Bidder confirms during clarification of quotations in writing that it will accept a Contract issued in the mandatory bid currency and that for conversion the official IHVN operational rate of exchange of the day of RFB deadline as stated in Section I: RFB Particulars shall apply. Regardless of the currency of quotations received, the Contract will always be issued, and subsequent payments will be made in the mandatory bidding currency above. Rates in bids shall be fixed. Bids with adjustable rates shall be disqualified.
Taxes	Contract sum shall be subjected to deduction of 5% withholding tax
Payment Terms	IHVN will ordinarily effect payment within 10 working days after receipt/acceptance of the goods/services and submission of payment documentation.

Audit	IHVN may conduct an audit of the contract awarded to determine its completeness, efficacy as well as the performance of the supplier, which will be used as a basis for the engagement of the vendors for future procurements.
Requirements	Ability to meet delivery targets within IHVN's specified period.
Bid Protest	Any Bidder that believes to have been unjustly treated in connection with this RFB process or any Contract that may be awarded because of such RFB process may submit a complaint to IHVN Management through postal service using the address provided on IHVN website speakout@ihvnigeria.org Or contact: https://theglobalfund.alertline.com/gcs/welcome?locale=en
Responsiveness of Bid	IHVN's determination of a Bid's responsiveness will be based on the contents of the Bid itself. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the bid advert without material deviation, reservation, or omission. If a Bid is not substantially responsive, it shall be rejected by IHVN and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
Evaluation of Bid	The evaluation team shall review and evaluate the Bids on the basis of their responsiveness to the Schedule of Requirements and Technical Specifications and other documentation provided, applying the procedure indicated in the bid advert. Absolutely no changes may be made by IHVN in the criteria after all Bids have been received. IHVN reserves the right to undertake a post-qualification exercise, aimed at determining, to its satisfaction, the validity of the information provided by the Bidder. Such post-qualification shall be fully documented and, among those that may be listed in the bid advert, may include, but need not be limited to, all or any combination of the following : a. Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; b. Validation of extent of compliance to the IHVN requirements and evaluation criteria based on what has so far been found by the evaluation team; c. Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; d. Inquiry and reference checking with other previous clients on the quality of performance on on-going or previous contracts completed;

	e. Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; f. Testing and sampling of completed goods similar to the requirements of IHVN, where available; and g. Other means that IHVN may deem appropriate, at any stage within the selection process, prior to awarding the contract.
Award Criteria	Prior to expiration of the period of Bid validity, IHVN shall award the contract to the qualified and eligible Bidder that is found to be responsive to the requirements of the Schedule of Requirements and Technical Specification and has offered the lowest price or the most reasonable price.
Advance Payment Guarantee (APG)	1) Any contractor that is willing to apply for advance payment shall produce a banker's guarantee prior to requesting 50% advance payment from the sum of N2.5m and above. 2) The balance of 50 % of the contract price shall be paid after delivery.
Performance security	A performance security of 4**%** of the contract value will be required after award. Please note that the performance security shall be valid till the end of warranty period.
Supplier Code of Conduct	IHVN is committed to working in partnership with our suppliers to realize the full value of our relationships and to positively contribute to our stakeholder communities and the environment. Therefore, the following conducts are expected from our suppliers: • In keeping with our commitment to exercising appropriate standards of professionalism and ethical conduct in all business activities, IHVN will not tolerate bribery or corruption in any form, or any breach of its Anti-Bribery Policy. • Fraud & Corruption, Gift and Hospitality: IHVN strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of IHVN vendors and requires all bidders/vendors to observe the highest standard of ethics during the procurement process and contract implementation. IHVN's Anti-Fraud email: speakout@ihvnigeria.org can be reached at all times to report any foul play at any level. • Suppliers are expected to maintain accurate records of their activities and performance that clearly demonstrate compliance with all applicable standards, regulations and IHVN requirements. • Suppliers must disclose any personal relationships, economic interest or other ties to their business held by an employee or contractor with IHVN. • Suppliers shall provide IHVN with high-quality products and services that meet all applicable quality and demonstrate that they have robust Standard Organization of Nigeria requirements in place. We expect suppliers to immediately report to IHVN of any concerns about product safety.

	• Suppliers shall take appropriate measures to secure and protect all confidential information related to its relationship with IHVN and use it only for the purpose authorized under contractual agreement. This obligation shall remain in force regardless of the status of the business relationship. • Suppliers to IHVN shall carry out operations with care for the environment and at a minimum will comply with all applicable environmental laws and regulations. • Suppliers shall also comply with the full supplier's code of conduct as required by GF. Please find the link: https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf • Suppliers shall also comply with any additional category specific requirements regarding the goods or services provided to IHVN, for example our requirements in respect of specification.
Pre-Selection Criteria	The following will constitute the pre-selection criteria on a Yes or No basis: • Availability of a Company profile which should introduce your experience in line with the details of your CAC Memorandum and Articles of Association. • All Bidders must include copies of FIRS tax clearance certificates for the past three years i.e. 2023, 2024 & 2025. • Availability of audited financial statements for the last 3 years i.e., 2023, 2024 & 2025. • All bidders must provide verifiable documentary evidence of the execution of at least three (3) Contracts in digital health systems development to demonstrate experience, two of which must have been in the last eight (8) years. Copy of award letters and delivery certificate where applicable are to be enclosed. • All bidders must provide proof of Certificate of Incorporation with the Corporate Affairs Commission (CAC), including Form CAC2 and CAC7. • Bank Reference Letter addressed to IHVN for the purpose of this bid. • Current Sworn Affidavit certifying as follows: - The company is not in receivership, subject to any form of insolvency or bankruptcy proceedings or the subject of any form of winding up petition or proceedings. - The company does not have any director who has been convicted by any court in Nigeria and any other country for criminal offences in relation to fraud or financial impropriety or criminal misrepresentation or falsification of facts relating to any matter. - That no officer of IHVN is a former or present director or shareholder of the company or has any pecuniary interest in the bidder. - That all information presented in the documents is true and correct in all particulars. • All bidders must indicate their bid validity period. The bid validity period will be 60 days, starting from the date of the deadline for submission of the bids. • All bidders must submit a bid security in the value of 2% of bidders' quote. Apart from hard copies, all quotations must also be submitted in on a separate flash drive. Any quotation without soft copies (for technical and financial proposals) will not be evaluated. The flash drive should be passworded and the password should be contained in the sealed financial and technical bid envelope. Any submitted bid without this will not be considered.

Technical Assessment Criteria	Proposals will be evaluated using the following weighted criteria:

Evaluation Criterion	**Sub-criteria / What will be assessed**	**Maximum Score**	**Evidence required from bidder**
1. Technical Understanding of Concept and Methodology 20	Understanding of the HTM quantification, pipeline monitoring, and inventory intelligence concept, including the need to complement existing national systems rather than replace them – 4 points. Quality and practicality of the proposed implementation methodology, including phased delivery, agile/sprint approach, validation with stakeholders and governance gates – 4 points. Clarity of functional approach for quantification, supply planning, pipeline monitoring, warehouse integration, NHLMIS/consumption intelligence, predictive modeling, and dashboards – 5 points. Strength of data management approach, including master data, validation rules, reconciliation logic, audit trail and data quality controls – 3 points. Realism of implementation plan, timelines, dependencies, assumptions, risks and mitigation measures – 2 points. Quality of deliverables, reporting approach,	25	Technical proposal, methodology, implementation workplan, draft architecture, module descriptions, sample deliverables, risk register and proposed acceptance criteria.

		and acceptance criteria for each phase – 2 points.		
	2. Relevant Organizational Experience 20 points	Minimum five years of organizational experience in digital health systems development – 4 points. Demonstrated delivery of large-scale health information systems or enterprise public-sector platforms – 5 points. Experience with public health supply chain, logistics, warehousing, procurement, inventory, or commodity tracking systems – 3 points. Evidence of successful delivery of donor-funded, government-facing or multi-stakeholder technology projects –5 points. Past performance, client references, completion certificates and evidence of operating capacity as an organization/entity – 3 points.	30	Company profile, certificate of incorporation/registration, project summaries, client references, completion certificates, screenshots or links where already publicly available in bidder materials, and evidence of operating presence.
	3. HTM/Public Health Supply Chain Experience 10 points	Experience supporting HIV, TB and/or malaria commodity management, quantification or supply planning processes – 2 points. Familiarity with Nigeria public health institutions, FMOH structures, national program workflows and coordination mechanisms – 2 points. Experience with Global Fund, PEPFAR or	10	Relevant project descriptions, system integration examples, references from public health programs, description of HTM supply chain experience and evidence of previous work with national or donor-supported systems.

		comparable donor-supported public health programs – 2 points. Experience integrating or working with DHIS2, NHLMIS, NDARS, mSupply or related national/source systems – 2 points. Understanding of commodity availability risks, min–max logic, stockout/overstock, expiry, demurrage and last-mile distribution challenges – 2 points.		
	4. Interoperability and Systems Architecture 10 points	Soundness of proposed architecture, including modularity, scalability, security, and maintainability – 2 points. API and structured data exchange approach for source systems where direct integration is or is not feasible – 2 points. Data security, role-based access, encryption, backup, disaster recovery and audit controls – 2 points. Cloud hosting and environment management approach, including development, test, and production environments – 1.5 points. Open-source technology strategy, avoidance of vendor lock-in and long-term maintainability – 1.5 points. Approach to performance, uptime monitoring, support,	10	Architecture notes, integration strategy, security approach, hosting plan, technology stack, API/data exchange approach, data protection controls and maintenance plan.

			and system documentation – 1 point.		
		5. Team Composition and Expertise 15 points	Availability of required key personnel: Project Manager, Senior Health Supply Chain Expert, Health Informatics Specialist, Enterprise Software Architect, Data Scientist/AI Specialist, Interoperability/Software Engineer, QA/Test Lead and Training/Change Management Lead – 4 points. Relevant qualifications and years of experience of proposed key personnel – 3 points. Demonstrated experience of team members in national-scale deployments, public health systems and donor-funded initiatives – 3 points. Clarity of roles, level of effort, reporting lines and availability during implementation – 2 points. Strength of quality assurance, testing, user support, training and change management capacity – 2 points. Continuity plan for retaining key personnel and replacing unavailable staff with equivalent expertise – 1 point.	15	Team organogram, CVs of key personnel, role descriptions, level-of-effort table, signed availability statements where applicable, and examples of similar assignments delivered by proposed staff.
		6. Sustainability and Knowledge	Practical knowledge transfer plan for government and designated	10	Training and transition plan, support model, documentation list, knowledge transfer schedule, maintenance

Transfer Approach 5 points	administrators – 1.5 points. Training, SOPs, user manuals and administrator documentation approach – 1 point. Maintenance, enhancement, help-desk and post-go-live support model – 1 point. Government ownership, source code/documentation handover and transition plan – 1 point. Approach to reducing reporting burden and sustaining use within existing national workflows – 0.5 points.		plan and proposed handover package.
Total	**Combined technical evaluation score**	**100**	**Only proposals that meet the mandatory eligibility and compliance requirements should proceed to weighted scoring.**

Scoring guidance: Evaluators will award scores based on the quality, relevance, completeness and evidence provided in each proposal. Full points shall be awarded only where the bidder provides clear, verifiable and directly relevant evidence that meets the stated requirement. Partial points may be awarded where the response is relevant but incomplete, weakly evidenced or not fully aligned with the HTM platform scope. Zero points would be awarded where the bidder does not address the sub-criterion or provides unsupported claims.

A minimum technical of 70% is required to qualify a bid for Financial opening and evaluation.
The final selection shall be based on a Quality and Cost-Based Selection (QCBS) method. Proposals will be evaluated using a two-envelope procedure. The overall weight balanced between technical quality and financial cost is determined to be:

- Technical Weight: 80% (0.80)
- Financial Weight: 20% (0.20)

	The contract will be awarded to the bidder whose proposal achieves the highest combined technical and financial score or ranking and who is determined to be substantially responsive to the Request for Proposals (RFP) requirements."
Financial Selection Criteria	The following formular will be adopted in scoring the financial proposal FS= LC/CC x 100 where FS is the financial score, LC is the lowest cost received and CC is the cost under consideration Financial Proposal to Include the following: • Detailed cost breakdown, • Implementation costs, • Licensing costs (if any), • Maintenance/support costs, • Hosting costs, • Training costs, • Other relevant expenses.
Submission Requirements	• All bids must be in ink or type written, submission in pencil will not be accepted. • Copies of the complete hard copies of technical and financial bids are to be submitted and marked separately in sealed envelopes must be sent via courier or hand delivered, in a **sealed** envelope or parcel to the following address: INSTITUTE OF HUMAN VIROLOGY, NIGERIA IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-NIGERIA. **Attn: Procurement Unit.** • All quotations are inclusive of all associated costs for deliveries (loading and offloading, payment of levies etc.). • The financial evaluation will be based on Quality and Cost-Based Selection. • Bidders must indicate their bids in the bid register before dropping it in our bid box. • All bidders must tender to the detailed specification as these are sensitive commodities. • The corrected price is what will be considered as the bid price. • As time is of the essence, delivery of services shall be within 12 months from the date of receipt of L.P.O by contractor. • Bid must be in Company's Letter head, duly signed and stamped by an authorized company representative. Any unsigned bid will be disqualified. • All enquiries regarding the proposed application for the above should be addressed to the **Procurement/HOD SCM** of Institute of Human Virology Nigeria (IHVN) seven days before the expiration of the bid.
Note*	➢ Bids which must reach us on or before 21st of September 2026 should have the title of the BID written on the "Top Left-Hand Corner" of the envelope. ➢ We can only achieve our aims of long-term success if you provide an outstanding service and quality products. To this end, IHVN shall reserve the right to terminate any contract midway or after delivery of services/goods either for non-performance or non-compliance with specification, delivery time and any other terms of the contract.

	➢ Please find the Detailed Scope of Work on Annex 1 below.

1. **Introduction**	1.1 The following words and expressions shall have the meanings hereby assigned to them: a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto. c) "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. d) "Day" means calendar day. e) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. f) "GCC" means the General Conditions of Contract g) "Goods" means all the commodities, material, equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract h) "Purchaser's Country" is the country specified in the SCC. i) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC. j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract k) "BDS" means Bid Data Sheet l) "SCC" means Special Conditions of Contract. m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. n) "Supplier" means the person, private or government entity, or a combination of the above, who's Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement o) "The Project Site, means the place named in the SCC.
2. Contract Documents	2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
3. Fraud and Corruption	3.1 IHVN requires compliance with the Institute's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the in section 2 above
	3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address

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

6. Joint Venture, Consortium or Association	6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the 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.
7. Eligibility	7.1 A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
	7.2 All Goods and Related Services to be supplied under the Contract and financed by the Institute shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8. Notices	8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the **SCC**. The term “in writing” means communicated in written form with proof of receipt.
	8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9. Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the **SCC**.
	9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when as a matter of law or official regulations, the purchaser’s country prohibits commercial relations with that country.
10. Settlement of Disputes	10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the **SCC**.
	10.3 Notwithstanding any reference to arbitration herein,

	a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and b) the Purchaser shall pay the Supplier any monies due the Supplier.
11. Inspections and Audit by the Institute	11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.
	11.2 Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the Institute and/or persons appointed by the Institute to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Institute if requested by the Institute. The Supplier's and its Subcontractors' and sub-consultants' attention is drawn to Institute's right which provides, inter alia, that acts intended to materially impede the exercise of the Institute's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Institute's prevailing sanctions procedures).
12. Scope of Supply	12.1 The Goods and Related Services to be supplied shall be as specified in the Technical Specifications.
13. Delivery and Documents	13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the **SCC**.
14. Supplier's Responsibilities	14.1 The Supplier shall supply all the Goods and Related Services included in the Technical Specification and the Delivery and Completion Schedule, as per GCC Clause 13.
15. Contract Price	15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in the **SCC**.
16. Terms of Payment	16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the **SCC.**
	16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
	16.3 Payments shall be made promptly by the Purchaser, but in no case later than ten (10) working days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

	16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.
	16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the **SCC**, the Purchaser shall pay interest as specified in the **SCC**.
17. Taxes and Duties	17.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
	17.2 For goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
18. Performance Security	18.1 If required as specified in the **SCC**, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the **SCC.**
	18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	18.3 As specified in the **SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the **SCC**, or in another format acceptable to the Purchaser.
	18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the **SCC**.
19. Copyright	19.1 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.
20. Confidential Information	20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents,

	data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
	20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
	20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that: a) the Purchaser or Supplier need to share with the 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. e)
	20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
21. Subcontracting	21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
	21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
22. Specifications and Standards	22.1 Technical Specifications and Drawings: a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in **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 b) 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 c) 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 Technical Specifications. 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 33. d)
23. Packing and Documents	23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the **SCC**, and in any other instructions ordered by the Purchaser.
24. Insurance	24.1 Unless otherwise specified in the **SCC**, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the **SCC**.
25. Transportation and Incidental Services	25.1 Unless otherwise specified in the **SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified INCOTERMS.
	25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in **SCC**: a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f)
	25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
26. Inspections and Tests	26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the **SCC.**
	26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods'

	final destination, or in another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or 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.
	26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
	26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
	26.5 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 impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
	26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	26.7 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 26.4
	26.8 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 26.6, shall release the Supplier from any warranties or other obligations under the Contract.
27. Liquidated Damages	27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum

	deduction of the percentage specified in those **SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.
28. Warranty	28.1 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
	28.2 Subject to GCC Sub-Clause 22.1(b), 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 the country of final destination.
	28.3 Unless otherwise specified in the **SCC** 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 **SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
	28.4 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
	28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the purchaser's feedback, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
	28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the feedback, 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.
29. Patent Indemnity	29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and b) the sale in any country of the products produced by the Goods Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment,

	plant, or materials not supplied by the Supplier, pursuant to the Contract.
	29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's, name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	29.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
	29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
	29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
30. Limitation of Liability	30.1 Except in cases of criminal negligence or 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. c)
31. Change in Laws and Regulations	31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

	Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.
32. Force Majeure	32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	32.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
33. Change Orders and Contract Amendments	33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following: a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; b) the method of shipment or packing; c) the place of delivery; and d) the Related Services to be provided by the Supplier.
	33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier’s receipt of the Purchaser’s change order.
	33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
34. Extensions of Time	34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of

	the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
	34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
35. Termination	35.1 Termination for default a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: i. if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; ii. if the Supplier fails to perform any other obligation under the Contract; or iii. if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, as defined in GCC, in competing for or in executing the Contract b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated. c)
	35.2 Termination for Insolvency The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser
	35.3 Termination for Convenience a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

	i. to have any portion completed and delivered at the Contract terms and prices; and/or ii. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.
36. Assignment	36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
37. Export Restriction	37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the funding agency that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

SPECIAL CONDITIONS OF CONTRACT (SCC):

<table>
<tr><th>GCC Clause</th><th>Specification</th></tr>
<tr><td>1.</td><td>The purchaser’s country is Nigeria</td></tr>
<tr><td>2.</td><td>The procuring entity is: the Institute of Human Virology Nigeria (IHVN)</td></tr>
<tr><td>3.</td><td>The delivery location is: IHVN Campus, Abuja.</td></tr>
<tr><td>4.</td><td>The applicable INCOTERM is: DDP according to INCOTERMS version 2023</td></tr>
<tr><td>5.</td><td>The language is: English</td></tr>
<tr><td>6.</td><td>The address for the Supplier is:
<table>
<tr><td>Company Name:</td><td></td></tr>
<tr><td>Contact person:</td><td></td></tr>
<tr><td>Contact person position:</td><td></td></tr>
<tr><td>Full address:</td><td></td></tr>
<tr><td>E-mail address:</td><td></td></tr>
</table>
The address for the Purchaser is:
<table>
<tr><td>Company Name:</td><td>Institute of Human Virology Nigeria</td></tr>
<tr><td>Contact person:</td><td>Opute Ifeoma</td></tr>
<tr><td>Contact person position:</td><td>Director SCM/Procurement</td></tr>
<tr><td>Full address:</td><td>IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-NIGERIA.</td></tr>
<tr><td>E-mail address:</td><td>bids@ihvnigeria.org</td></tr>
</table>
</td></tr>
<tr><td>7.</td><td>Arbitration will be done by two independent experts. Each party will appoint one expert.
If the two arbitrators do not come to an agreement, they will appoint a third expert, whose decision will be binding.</td></tr>
<tr><td>8.</td><td>Shipping and other documents:
Shipping:
- Detailed list of items, including manufacturer, country of origin and serial numbers when applicable
- Quality certificate(s) of the manufacturer when applicable (reagents and consumables)
- Air Waybill/Bill of lading
- Proof of insurance
- Packing list</td></tr>
<tr><td>9.</td><td>No price adjustments are allowed.</td></tr>
<tr><td>10.</td><td>Payments will be as follows:
1) Any contractor that is willing to apply for advance payment shall produce a banker’s guarantee prior to request for 50% advance payment from the sum</td></tr>
</table>

GCC Clause	Specification
	of N2.5m and above. The balance of 50 % of the contract price will be paid after delivery. 2) 100% payment after delivery will be applicable to vendor without advance payment.
11.	Payment will be done within 10 working days after receipt and acceptance of the invoice accompanied by the required documents (delivery notes, letter of request for payment stating account details and TIN number & Invoice).
12.	Subcontracting is not allowed.
13.	Packing, marking and documentation: Packing in line with manufacturer's packaging standard. Marking: Shipment to be marked as "consigned to: Institute of Human Virology-Nigeria" and any other related information.
14.	Insurance will cover 100 % of the value of the goods.
15.	The applicable INCOTERM is "DDP place of destination (IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-NIGERIA.)
16.	Required services are delivery of the goods according to specifications
17.	Required tests: There will be **two levels of** tests, the first test will check the **minimum requirements** as stated on the purchase order for the approval of the receiving team and the second will be the **advanced** testing procedures by the I.T. team. This simply means that, any commodity that fails quality test of the end users would be rejected and the vendor would not be paid until a replacement is done.
18.	The warranty period may be different for each of the items depending on the manufacturer.
27.	Liquidated Damages will be imposed under the following conditions: Percentage of contract price per day of delay: 0.5%.[1] Max. of applicable penalty: 10% of contract value Once the total value of the liquidated damages has reached 10 %, the purchaser has the right to terminate the contract and claim the performance guarantee.

Funding Agency	➢ **GF N-THRIP Grant**
Bid Start Date/ Time	31/08/2026
Bid Deadline Date/ Time	21/09/2026 10:00 am
Communications during the BID Period	A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify IHVN via email at the following address no later than 5 working days prior to the closing date for the submission of offers: Email for submissions of all queries: **bids@ihvnigeria.org**

	Use subject: **RE- Development and National Deployment of an Integrated HTM Quantification, Pipeline Monitoring and Inventory Intelligence Platform for Nigeria (QuantifyNG): AI-Driven Supply Chain Intelligence for Uninterrupted TB/HIV Commodities in Nigeria under GF N-THRIP GRANT.** The **Procurement** Team at IHVN will respond in writing (via email only) to any request for clarification of the BID that it receives by the deadline indicated above. A consolidated document of IHVN's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have acknowledged the BID. There shall be no individual presentation by or meeting with bidders until after the closing date. From the date of issue of this bid to the final selection, contact with IHVN officials concerning the bidding process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by IHVN, in accordance with the terms of this bid.

Annex 1

Scope of Work (SoW): Development and National Deployment of an Integrated HTM Quantification, Pipeline Monitoring and Inventory Intelligence Platform for Nigeria (QuantifyNG): AI-Driven Supply Chain Intelligence for Uninterrupted TB/HIV Commodities in Nigeria

The selected vendor shall undertake the following activities:

Solution Architecture and Platform Development

The vendor shall:

- Design and develop an enterprise-grade, modular, scalable, open-source web application.
- Develop configurable quantification engines for:
    - HIV commodities
    - TB commodities
    - Malaria commodities
    - Family Planning commodities
    - MNCH commodities

- Support:
    - consumption-based forecasting
    - morbidity-based forecasting
    - service-statistics forecasting
    - hybrid forecasting approaches
- Develop integrated supply planning and pipeline monitoring modules.
- Develop inventory intelligence dashboards with configurable visualizations.
- Develop scenario modelling functionality.
- Configure automated stock-risk alerts and early warning systems.
- Incorporate AI-assisted analytics capabilities for:
    - anomaly detection
    - stock risk prediction
    - consumption trend analysis
    - outbreak-linked commodity risk forecasting.

Interoperability and Systems Integration

The vendor shall:

- Develop APIs and interoperability layers for integration with:
    - NHLMIS
    - mSupply
    - other approved systems.
- Ensure compliance with approved interoperability standards.
- Support automated data synchronization and validation processes.
- Implement role-based access controls and secure data exchange protocols.

User Interface and Dashboarding

The platform shall provide:

- National dashboards
- State dashboards
- Program-specific dashboards
- Executive decision-support dashboards
- Commodity pipeline visualization
- Expiry tracking
- Procurement tracking

- GIS-enabled visualization where applicable
- Configurable reporting and analytics functionality.

AI-Enabled Intelligence Layer

The vendor shall integrate intelligent analytics capabilities including:

- predictive commodity risk modelling,
- automated exception reporting,
- intelligent forecasting recommendations,
- trend analysis,
- and natural-language query support where feasible.

Preference will be given to vendors with demonstrated experience deploying AI-enabled public health analytics solutions.

Pilot Deployment

The vendor shall:

- Support pilot deployment in selected states.
- Conduct pilot testing and optimization.
- Develop pilot evaluation reports.
- Refine functionality based on user feedback and implementation findings.

National Rollout Support

The vendor shall:

- Develop a phased national rollout plan.
- Support deployment across national and subnational levels.
- Provide onboarding and transition support.
- Support user acceptance testing (UAT).
- Support go-live stabilization.

Capacity Building and Sustainability

The vendor shall:

- Develop comprehensive training materials.
- Conduct Training-of-Trainers (ToT).

- Develop user manuals and SOPs.
- Establish local support and maintenance mechanisms.
- Support institutionalization within government systems.
- Provide sustainability and transition recommendations.

Technical Requirements of the Proposed System
The proposed solution must:
- Be web-based and open-source.
- Support cloud and/or hybrid hosting architecture.
- Be scalable to national-level deployment.
- Support offline synchronization where applicable.
- Provide audit trails and activity logs.
- Support configurable user roles and permissions.
- Support multilingual expansion capability.
- Provide robust cybersecurity protections.
- Support data export and interoperability standards.
- Provide role-based access for a range of stakeholders.

Expected Deliverables
The selected vendor shall deliver:
1. Inception Report
2. Functional Requirements Specification
3. System Architecture Document
4. UI/UX Prototype
5. Interoperability Framework
6. Developed and Configured Platform
7. Pilot Deployment Report
8. Training Materials and SOPs
9. National Rollout Plan
10. Sustainability and Transition Plan
11. Source Code and Technical Documentation
12. Post-Deployment Support Plan

Implementation Timeline
The anticipated implementation duration is 12 months.

Phase	**Duration**
Inception & Requirements	1 Month

Design & Development	4 Months
Integration & Testing	2 Months
Pilot Deployment	2 Months
Optimization & National Rollout Prep	2 Months
Transition & Closeout	1 Month
Payment Milestone	Payments are tied to deliverables

Intellectual Property

All deliverables, source code, documentation, configurations, and related outputs developed under this assignment shall become the property of the Federal Ministry of Health and the funding partners.

Confidentiality and Security

The vendor shall comply with:

- Nigeria Data Protection Act (NDPA),
- Applicable cybersecurity standards,
- Global Fund data governance requirements,
- All approved national digital health policies.