

Institute of Human Virology Nigeria Bids

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.
BID Title:	Supply of Laboratory Items under GF PPM grant.
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.
Interpretatio n of the Bid	This 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 contact stated in the Bid advert, until the time stated as deadline on the RFB. Explanations or interpretations provided by personnel other than the named contact person 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	IHVN will ordinarily effect payment within 10 working days after receipt/acceptance of	
Terms	the goods/services and on submission of payment documentation.	
Audit	efficacy as well as the performance of the supplier which will be used as a basis for	
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Requiremen	engagement of the vendors for future procurements. Ability to meet delivery targets within IHVN's specified period.	
ts	Ability to meet delivery targets within HVW'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 www.ihvnigeria.org	
	Website Williams	
	Or contact: https://theglobalfund.alertline.com/gcs/welcome?locale=en	
Responsiven	IHVN's determination of a Bid's responsiveness will be based on the contents of the Bid	
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Qualification	(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. General Criteria:	
Criteria	The Bidder shall possess the necessary professional and technical qualifications and competence, financial resources, production capability with equipment and other physical facilities, including after-sales service where appropriate, managerial capability, specific experience, reputation, and the personnel to perform the contract. Experience Criteria:	
	(a) a minimum number of 3 years of overall experience in the supply of goods and related services;	
	(b) a minimum production capacity or availability of equipment; and in case of a Bidder offering to supply goods which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods.	
	Financial Criteria:	
	 Evidence of satisfactory completion of supply of similar goods and value 	
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)	 Any contractor that is willing to apply for advance payment shall produce a banker's guarantee, bank certified cheque or insurance bond prior to request for 50% advance payment from the sum of N2.5m and above The balance of 50 % of the contract price shall be paid after delivery. 	
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:

- Bids must be properly sealed.
- Availability of a Company profile which should introduce your business's mission, goals, vision, and history.
- All Bidders must include copies of tax clearance certificates for the past three years i.e., 2019, 2020 & 2021.
- Availability of audited financial statements for the last 3 years i.e., 2019, 2020
- All bidders must provide evidence of at least two similar Jobs made in the past for IHVN or any other organizations. Evidence of previous jobs done should include both Award Letter/LPO/Contract and their corresponding Goods Received Notes/ Certificate of Job Completion
- All bidders must provide proof of registration with the Corporate Affairs Commission (CAC).
- Bank Reference Letter.
- All bidders must indicate their bid validity period. The bid validity period will be 90 days, starting from the date of deadline for submission of the bids.
- All bidders must submit a bid security in the value of NGN 1,000,000.00 only.

Technical Assessment Criteria

Bidders must indicate catalog number/brand of item against every bided item and please note that physical sample of every item may be required for verification at the time of bid evaluation.

Financial	> The financial evaluation will be based on least cost selection.
Selection Criteria	All bids are inclusive of all associated cost for deliveries (loading and offloading, payment of levies etc.).
Submission Requiremen ts	 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 <u>sealed</u> 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: <u>Procurement Unit.</u> Apart from hard copies, all quotations must also be submitted in Excel Format (Tables) and Word format (proposals) 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 shall be contained in the sealed financial bid envelope; All quotations are inclusive of all associated cost for deliveries (loading and offloading, payment of levies etc.); The financial evaluation will be based on least cost selection. Bidders must indicate their bids in the bid register before dropping it in our bid box. All bidders must tender to the detail 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 goods shall be within 6 to 8 weeks from the date of receipt of L.P.O by contractor. Bidders must attach a copy of the products catalogue of the bid items or get a sample ready for verification at the time of bid evaluation. Bid must be in Company's Letter head, duly signed and stamped by an authorized company representative; All enquiries regarding the proposed application for the above should be
Note*	 addressed to the Deputy Director Procurement/HOD SCM of IHV-Nigeria. Bids which must reach us within ten (10) working days from the date of this publication 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 Specifications/Quantities Required on Annex 1 below.

GENERAL CONDITIONS OF CONTRACT (GCC)

1	Introduction	1 1	The following words and everyosions shall have the magnines because
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
			"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	2.1	Subject to the order of precedence set forth in the Contract Agreement, all
	Documents		documents forming the Contract (and all parts thereof) are intended to be
			correlative, complementary, and mutually explanatory. The Contract
_	Formal condi	2.1	Agreement shall be read as a whole.
3.	Fraud and	3.1	IHVN requires compliance with the Institute's Anti-Corruption Guidelines and
	Corruption		its prevailing sanctions policies and procedures as set forth in the in section 2
			above

4. Interpretation	 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. 4.1 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,	6.1 If the Supplier is a joint venture, consortium, or association, all of the parties
	Consortium or	shall be jointly and severally liable to the Purchaser for the fulfilment of the
	Association	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
7	Eligibility	association shall not be altered without the prior consent of the Purchaser. 7.1 A Supplier or Subcontractor shall be deemed to have the nationality of a
7.	Eligibility	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
<u> </u>		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
	0	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	10.1 The Purchaser and the Supplier shall make every effort to resolve amicably
	Disputes	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
		, , , , , , , , , , , , , , , , , , , ,
11	Inspections and	Supplier. 11.1 The Supplier shall keep, and shall make all reasonable efforts to cause its
111.	Audit by the	Subcontractors to keep, accurate and systematic accounts and records in
	Institute	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	20.1 The Purchaser and the Supplier shall keep confidential and shall not, without
Information	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
	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.
22.1 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.
 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.
24.1 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 .
25.1 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
- 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	27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or
Damages	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
20 14/2	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 Contra
	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	30.1 Except in cases of criminal negligence or wilful misconduct:
Liability	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
	' - ' - ' - ' - ' - ' - ' - ' - ' - '
24 Ch	respect to patent infringement
31. Change in Laws	31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior
and Regulations	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	34.1 If at any time during performance of the Contract, the Supplier or its
Time	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

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:
 - 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.

37.1 Notwithstanding any obligation under the Contract to complete all export 37. Export Restriction 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):

GCC Clause	Specification						
1.	The purchaser's country is Nigeria						
2.	The procuring entity is: the Institute of Human Virology Nigeria (IHVN)						
3.	The delivery location is: Central Warehouse in Abuja, Nigeria.						
4.	The applicable INCOTERM is: DDP according to INCOTERMS version 2020						
5.	The language is: English						
6.	The address for the Supplier is:						
	Company Name:						
	Contact person: Contact person position: Full address:						
	E-mail address:						
	The address for the Purchaser is:						
	Company Institute of Human Virology Nigeria Name:						
	Contact person Contact person position: Opute Ifeoma Deputy Director SCM/Procurement						
	Full address: IHVN Campus, 6th Floor, Cadastral Zone COO Plot 62, after BAZE University, Off CITEC Road, Abuja-NIGERIA.						
	E-mail address: bids@ihvnigeria.org						
7.	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.						
8.	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						

GCC Clause	Specification		
9.	No price adjustments are allowed.		
10.	Payments will be as follows: 1) Any contractor that is willing to apply for advance payment shall produce a banker's guarantee, bank certified cheque or insurance bond prior to request for 50% advance payment from the sum 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 (Central Warehouse, Abuja)		
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 warehouse team and the second will be the advanced testing procedures by the end users, which shall be done after receipt of commodities by the warehouse team to assess the quality of delivery. 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.		

Funding Agency	GF PPM Grant	
Bid Start Date/ Time	10/05/2023	8:00 am
Bid Deadline Date/ Time	23/05/2023	10:00 am
Communications during the BID Period	contractual or contra	dder requiring any clarification on technical, ommercial matters may notify IHVN via email at the ss no later than 5 working days prior to the closing mission of offers: ssions of all queries: bids@ihvnigeria.org -SUPPLY OF LABORATORY ITEMS UNDER GF PPM

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

Detailed Specification/Quantity Required:

S/N	ITEM DESCRIPTION	QTY	UOM	LOCATION
	Resistance Temperature Detector: Wika RTD			GHLI Warehouse, Idu
1	PT100 Class A or AA	2	EA	Abuja
	CTD9350-700 drywell calibrator temperatures ranging from RT +700 °C integrated read out: with DKD calibration certificate for RTDs, TCs, Ma & thermostarts External Reference: with DKD calibration certificate up to 700 °C carrying case: for the			GHLI Warehouse, Idu
2	dry well calibrator power cord: UK	1	EA	Abuja
3	Curis Case of CURoxide: 1 case contains 4 each 1 gallon RTU solution	2	EA	GHLI Warehouse, Idu Abuja
4	20 Pieces Reflective Tape Tachometer Tapes Strips for optical and laser reflective sticker for Non-Contact Digital photo Tachometers Accessories Optical and Laser Tach RPM	2	EA	GHLI Warehouse, Idu Abuja
5	Colour Laserjet Pro M255dw Wireless Laser Printer	1	EA	GHLI Warehouse, Idu Abuja