



Population Services International (PSI)

Local Competitive Bidding

Invitation for Bids

Procurement of Supply and Delivery of Insulin and Syringes/needle

Name of Project : Changing Diabetes in Children (CDiC)

Contract Description : Supply and Delivery of Insulin and Syringe for CDiC's Partner Hospitals.

Tender Number : PSI-IFB D25-11-0089

Date of Preparation : November 18, 2025

SECTION I

INVITATIONS FOR BIDS (IFB)

1. Population Services International (PSI/Cambodia) is a network of locally rooted, globally connected organizations working to achieve consumer-powered healthcare. We ensure quality, affordable care wherever and whenever it is needed. PSI Cambodia's programs have expanded to include social and behavior change (SBC), health system strengthening (HSS), and research in various areas such as sexual and reproductive health, non-communicable diseases (NCDs), malaria, maternal and child health (MCH), nutrition, water, sanitation and hygiene (WASH). Today, we work with the public and private sectors as well as local communities, prioritizing people's voice and choice and developing solutions to meet their essential health needs. For more information, please visit www.psi.org.kh.

PSI/Cambodia has received grants from Novo Nordisk (NN) to improve diabetes care for children with type 1 diabetes, helping them and their families live better, healthier lives. Part of the grant proceeds will be used for eligible payments under the contract for the procurement of human insulin and syringes for CDIC's partner hospitals, which are located in Phnom Penh, Kampot, Siem Reap, Prey Veng, Kampong Cham, Battambang, Oddor Meanchey, Pursat, Takeo, Banteay Meanchey, Tbong Khmum.

2. PSI/Cambodia now invites sealed bids from eligible and qualified bidders for the Supply and Delivery of Insulin and Syringes for CDIC's partner hospitals. All bidders are eligible to participate in this bidding process.
3. PSI will conduct a **debrief session via virtual meeting on November 21, 2025, at 3 PM** to provide detailed insights and address questions from interested eligible bidders. Participants are kindly requested to submit their names and email addresses to ksokhai@psi.org.kh in order to receive the meeting link. The procurement will be conducted through local competitive bidding.
4. The bidding document may be obtained by local bidders upon request via the email address below, or it can be obtained free of charge at the PSI Cambodia office from 8:00 AM to 12:00 PM and 2:00 PM to 5:00 PM. This request for bids is published on the website and has been sent to pre-qualified vendors.
5. Bids must be delivered to the address below or before **December 02, 2025, at 10:00 am**. Electronic Bidding will not be permitted. Late Bids will be rejected. Bids will be publicly opened in the presence of the Bidders designated representatives (with their power of attorney and ID) who choose to attend at the address given below on **December 02, 2025, at 10:00 am**.
6. The address referred to above is:
Population Services International – Cambodia
Att. Mrs. Pen Monorom, Deputy Country Director for Operations
No. 67, 69, 71, Street VI-13, Sangkat Toul Sangke 1, Khan Russey Keo, Phnom Penh, Cambodia
Tel: (855-23) 987 405 & 218 846/ (855-12) 967 745
Email: pmonorom@psi.org.kh
CC: procurement@psi.org.kh

SECTION II

INSTRUCTION TO BIDDERS

A - INTRODUCTION

1. Source of Funds: PSI/Cambodia has received a Grant fund for CDIC's Project in US Dollars equivalent and intends to apply part of the proceeds of this grant to eligible payments under the Contract(s) for which this is issued.

2. Eligible Bidders: This Invitation for Bids is open to all suppliers. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with sub-clause 33.1.

3. Origin of Goods: The origin of goods is distinct from the nationality of the Bidder.

4. Cost of Bidding: The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B- THE BIDDING DOCUMENTS

5. Contents of Bidding Documents: The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:

- a) Invitation For Bid
- b) Instructions to Bidders
- c) Bid Data Sheet
- d) General Conditions of Contract
- e) Special Conditions of Contract
- f) Schedule of Requirements
- g) Technical Specifications
- h) Bid Form and Price Schedules
- i) Performance Security Form.
- j) Manufacturer's Authorization Form or distributor license

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. The company shall submit:

- VAT Registration Certificate
- Certificate of Permission for Business
- Valid Patent

6. Notification of Intention and Clarifications of Bidding Documents

Each prospective Supplier that receives a copy of this document must, as soon as possible, telefax or email its intention to bid or not to bid to PSI, Attention: Ms. Kheang Sokhai, Procurement Coordinator, at the following telefax number: (855-23) 987 405 & 218 846/ (855-12) 967 745 or email address: ksokhai@psi.org.kh.

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser by mail or email at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond by mail or email to any request for clarification of the Bidding Documents which it receives no later than five (5) days prior to the deadline for the submission of bids prescribed by the Purchaser. The Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent by mail and email to all prospective Bidders, who have received the Bidding Documents. PSI is under no obligation to consider or respond to questions that are not received in a timely manner.

7. Amendment of Bidding Documents

- 7.1. At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Documents by amendment.
- 7.2. The amendment will be notified by mail and email to all prospective Bidders that have received the Bidding Documents and will be binding on them.
- 7.3. Where the Purchaser issues an amendment within three (3) days prior to deadline for submission of bids, in order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser will simultaneously extend the deadline for the submission of bids by three (3) or more working days.

C- PREPARATION OF BIDS

8. Language of Bid: The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the English language provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purpose of interpretation of the bid, the English translation shall govern.

9. Documents Comprising the Bid

The bid prepared by the Bidder shall comprise the following components:

- A bid Form and a Price Schedule completed in accordance with Clauses 10, 11 and 12;
- Documentary evidence established in accordance with Clause 13 that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted.
- Documentary evidence established in accordance with Clause 14 that the goods to be supplied by the Bidder are eligible goods and conform to the Bidding Documents.

10. Bid Form: The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

11. Bid Prices

11.1. The Bidder shall indicate on the appropriate Price Schedule attached to these documents the unit prices and total Bid Prices of the goods it proposes to supply under the Contract.

11.2. Prices indicated in the Price Schedule shall be entered into separately in the following manner:

- (a) The price of the goods is quoted at **DDP**. In quoting the price, to Phnom Penh, Cambodia, the Bidder shall be free to use ocean transportation through vessels registered in any eligible source country, or through shipping conference in which the majority of the shipping lines are from such eligible source countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
- (b) Any other costs that the Purchaser specifies for inclusion in the price.

11.3. The Bidder's separation of price quotations in accordance with para. 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.4. Fixed Price. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and **shall not be subject to variation on any account**. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to Clause 24.

12. Bid Currencies: Prices shall be quoted in US Dollars.

13. Documents Establishing Bidder's Eligibility and Qualifications

- 13.1 Pursuant to Clause 9, Bidder shall furnish, as part of its bid, documents establishing Bidder's eligibility to bid and its qualifications to fulfil the contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods under the Contract which the Bidder did not manufacture or otherwise produce, the Bidder shall be an established dealer in the goods of at least one year's standing and shall produce documentary evidence to show that supplier has been duly authorized by the goods' manufacturer or producer to supply the goods to the Purchaser's country; and
- (b) that the Bidder has the financial, technical and production capability necessary to perform the Contract.

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

Pursuant to Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods which the Bidder proposes to supply under the contract.

15. Period of Validity of Bids

- 15.1 Bids shall remain valid for **ninety (90) days** after the date of bid opening prescribed by the Purchaser in Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing (by mail and fax). The validity of bid security provided under Clause 15 shall also be suitably extended. A bidder may refuse to request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

16. Format and signing of Bid

- 16.1 The Bidder shall prepare one original with 1 copy of the bid, clearly marking each "Original Bid", as appropriate. In the event of any discrepancy between them, the original shall govern.
- 16.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the Contract. The letter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or person signing the bid.
- 16.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case, such corrections shall be initialed by the person or persons signing the bid.
- 16.4 The Bidder shall furnish information as described in the form of Bid on commissions or gratuities, if any paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D- SUBMISSION OF BIDS

17. Sealing and Marking of Bids

- 17.1 The Bidders shall seal the original of the bid in an inner and an outer envelope, duly marking the envelopes as "**original**".
- 17.2 The inner and outer envelopes shall be:
 - (a) Addressed to the **PSI** at the following address:
No. 67, 69, 71, Street VI-13, Sangkat Toul Sangke 1, Khan Russey Keo,
Phnom Penh, Cambodia

Mark on the Envelope as

<< Bidding Documents of Supply and Delivery of Insulin Human and Syringes >>

- (b) Bear a statement "Do not open **before December 02,2025 at 10:00AM**".
- 17.3 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
- 17.4 If the outer envelope is not sealed and marked as required by para. 18.2, the Purchaser will assume no responsibility for the bid's misplacement, premature opening, or disqualification.

18. Deadline for Submission of Bids

- 18.1 Bids must be received by the Purchaser at the address specified under para.18.2 not later than **December 02,2025 at 10.00AM**.
- 18.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 7, in which case, all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bids

- 19.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, pursuant to Clause 19, will be rejected

20. Modification and Withdrawal of Bids

- 20.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 20.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 18. A withdrawal notice may also be sent by mail and email but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 20.3 No bid may be modified subsequent to the deadline for submission of bids.
- 20.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security, pursuant to Clause 15.7.

E- BID OPENING AND EVALUATION

21. Opening of Bids by Purchaser

- 21.1 The Purchaser will open bids, in the presence of PSI Bidding Committees and the representative from Bidder (if required) **at 10:15am on December 02,2025**, and in the following location, PSI address: No. 67, 69, 71, Street VI-13, Sangkat Toul Sangke 1, Khan Russey Keo, Phnom Penh, Cambodia.
- 21.2 The Bidders names, bid prices, modifications, discounts offered, bid withdrawals, and other details such as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 21.3 The Purchaser will prepare minutes of the bid opening.

22. Clarification of Bids: To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

23. Preliminary Examination

- 23.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 23.3 Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bidding Documents without material deviations. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

- 23.4 A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 23.5 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24. Evaluation and Comparison of Bids

- 24.1 The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 24.
- 24.2 The comparison of bids and the selection will be based on highest technically responsive bid and lower price offered.
- 24.3 If the Bidder offering the highest evaluated technically responsive bid has not offered sufficient quantity to satisfy the entire demand as specified, the remaining requirement may, at the option of the Purchaser, continue to be purchased from the Bidders offering the next highest evaluated responsive bids, until the quantity to be purchased has been fully covered.
- 24.4 Where bid prices are tied, at the option of the Purchaser, quantity may be split between tied bids.

25. Contacting the Purchaser

- 25.1 Subject to Clause 23, from the time of bid opening to the time of contract award, if any bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.
- 25.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidder's bid.

F- AWARD OF CONTRACT

26. Post-qualification

- 26.1 In the absence of pre-qualification, the Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the highest technically acceptable bid is qualified to satisfactorily perform the Contract.
- 26.2 The determination will take into account the Bidder's financial, technical and production capabilities/resources. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 13, as well as such other information as the Purchaser deems necessary and appropriate.
- 26.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

27. Award Criteria: Subject to Clause 32, the Purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the highest technically acceptable bid, provided further that the Bidder is determined to be qualified to satisfactorily perform the Contract.

28. Purchaser's Right to Vary Quantities at Time of Award

The Purchaser reserves the right at the time of award of Contract to increase or decrease by up to (15%) the quantity of goods and services specified in the Schedule of Requirements without any change in unit prices or other terms and conditions.

29. Purchaser's Right to Accept Any Bid and to reject any or All Bids

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

30. Notification of Award

- 30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or email to be confirmed that its bid has been accepted.
- 30.2 The notification of award will constitute the formation of the Contract.
- 30.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 33, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 15.

31. Signing of Contract

- 31.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract form provided in the Bidding Documents incorporating all agreements between the parties.
- 31.2 Within five (05) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

32. Performance Security

- 32.1 Within five (05) days of receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security form provided in the Bidding Documents or another form acceptable to the Purchaser.
- 32.2 Failure of the successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

33. Corrupt or Fraudulent Practices

- 33.1 PSI Cambodia as well as Bidders/Suppliers/Contractors perform under financed contracts observes the highest standard of ethics during the procurement and execution of such contract. In pursuance of this policy, the PSI:
 - (a) defines, for the purpose of this provision, the term set forth below as follows:
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or execution of a contract to the detriment to the Recipient, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid at artificial non-competitive levels and to deprive the PSI Cambodia of the benefits of free and open competition.
 - iii. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
 - iv. "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded by PSI – financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing contract.

SECTION III

BID DATA SHEET

Whenever there is a conflict, the provisions in the Bid Data Sheet (BDS) shall prevail over those in the IFB.

1. Name of Purchaser : Population Services International
- Name of the Contract : Supply and Delivery of Insulin Human and Syringes for CDIC's Partner Hospitals.
2. Purchaser's address : No. 67, 69, 71, Street VI-13, Sangkat Toul Sangke 1, Khan Russey Keo
3. Language of the Bid : English
4. Price quoted shall be : US Dollar
5. The price shall be fixed : US Dollar
6. Bid validity period : 90 days
7. Number of copies : One original
8. Address of bid submission: No. 67, 69, 71, Street VI-13, Sangkat Toul Sangke 1, Khan Russey Keo
9. Time, date, and place for bidding close : **10:00AM on December 02, 2025 at PSI**
10. Time, date and place for bidding opening : **10:15AM on December 02, 2025 at PSI**
11. Criteria for bid evaluation:
 - a) Compliance with specifications/technical requirements
 - b) Price and Discount offered
 - c) Lead time and Delivery timeframes
 - d) Quality of Samples
 - e) Warranty Offered
 - f) Payment Terms
12. Delivery schedule: **2-3 weeks after signing the contract**
13. Percentage of quantity increase or decrease: +/- 15%
14. Bidders should be submitted for all items (see section VI schedule of requirement).

SECTION IV

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Purchase and the Supplier, as recorded in the Contract form signed by the parties, including all attachments and appendices thereto and all document incorporated by reference “therein”.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means insulin and syringes which the Supplier is required to supply to the Purchaser under the Contract.
- (d) “Services” means services ancillary to the supply of the goods such as transportation and insurance.
- (e) “The Purchaser” means the Organization purchasing the goods
- (f) “The Supplier” means the Organization supplying the goods under this Contract and

2. Application: These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Country of Origin – Not Applicable

4. Standards: The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications

5. Patent Rights

5.1. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in the Purchaser’s country.

5.2. Use of Contract Documents and Information.

The Supplier shall permit the Purchaser to review the Supplier’s accounts and records relating to the performance of the contract.

6. Performance Security

- 6.1 Within five (5) days after the Supplier’s receipt of notification of award of the Contract, the Supplier shall furnish performance security to the Purchaser in the amount specified in the Special Conditions of Contract and in the form specified in Section XII.
- 6.2 The Performance Security shall be in US Dollar and shall be in the form of a Bank guarantee issued by a Bank located in the Purchaser’s country or abroad acceptable to the Purchaser, and in the form provided in the Bidding Documents or another form acceptable to the Purchaser.
- 6.3 The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than ninety (90) days following the date of arrival of final installment of goods at the discharge point.

7. Inspections and Tests

- 7.1 The Purchaser or its representative shall, at its own expense, have the right to inspect and/or to test the goods to confirm their conformity to the Contract. The Special Conditions of Contract shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing of the identity of any representatives retained for this purpose within 10 days after award of Contract.
- 7.2 The Purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival in the Purchaser's country shall in no way be limited or waived because the goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the goods' shipment from the country of origin.

8. Delivery and Transfer of Risk

- 8.1. Delivery of the goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in its Schedule of Requirements and the Special Conditions of Contract.
- 8.2. For purposes of the Contract, "FOB," CFR" "CIF" "CIP" "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of the Internal Rules for the Interpretation of the Trade Terms (INCOTERMS) published by the International Chamber of Commerce (ICC), will apply.

9. Insurance

- 9.1 The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.
- 9.2 Where delivery of the goods is required by the Purchaser on a DDP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

10. Transportation

- 10.1 Where the Supplier is required under the Contract to deliver the goods DDP, or to a specified destination within the Purchaser's country, transport of the goods to the port of discharge or such other point in the country of destination as shall be specified in the Contract shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
- 10.2 Where the Supplier is required to affect delivery under any other terms, the Supplier shall be required to meet all transport and storage expenses until delivery.
- 10.3 In all of the above cases, transportation of the goods after delivery shall be the responsibility of the Purchaser.
- 10.4 Where the Supplier is required under the Contract to deliver the goods CIF/CIP or CFR, no further restriction shall be placed on the choice of the ocean carrier. Where the Supplier is required under the Contract (i) to deliver the goods FOB, and (ii) to arrange on behalf and at the expense of the Purchaser for ocean transportation on specified conference vessels or on national flag carried of the Purchaser's country, the Supplier may arrange for such transportation on alternative carries if the specified conference vessels or national flag carriers are not available to transport the goods within the time period (s) specified in the contract.

11. Warranty

- 11.1. The Supplier warrants that all the goods supplied under the Contract shall fully comply with the specifications laid down in the Contract.
- 11.2. The warranty shall remain valid for one year (01) after goods or any portion thereof as the case may be, have been delivered to the final destination indicated in the Contract.
- 11.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 11.4. Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the defective goods without costs to the Purchaser. The Supplier will be entitled to remove, at his own risk and cost, the defective goods.

11.5. If the Supplier, having been notified, fails to take remedial action within fifteen (15) days from date of receipt of notice, the Purchaser may proceed to take such 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.

12. Payment

12.1. The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract

12.2 Payment will be made in the cheque, which the Contract price has been stated in the Supplier's bid

12.3 All payment shall be made in the currency or currencies specified in the SCC.

13. Prices: Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid.

14. Change Orders

14.1 Where the Purchaser desires to make changes in the Contract terms such as: (a) schedule of deliveries, (b) place of delivery, (c) product/packing specifications, (d) or any other item, purchaser shall notify the Supplier in writing as soon as possible. The Supplier shall assert his claims for adjustment of price/time schedule within thirty (30) days of receipt of the above notice, and an equitable adjustment shall be made by agreement between the Purchaser and Supplier, and the Contract accordingly amended.

15. Contract Amendments: Subject to Clause 15.1 no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Assignment: The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

17. Delays in the Supplier's Performance

17.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Contract.

17.2 Supplier in the performance of its delivery obligations shall render liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

17.3 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). 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.

18. Liquidate Damages: Subject to Clause 20, if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1% of the contract price of the delayed goods for each week of delay until actual delivery, up to a maximum deduction of 10% percent of the delayed goods of Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

19. Termination for Default

19.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default send to the Supplier, terminate the Contract in whole or in part:

- a) if the Supplier fails to deliver any or all of the goods within the time periods specified in the Contract, or any extension thereof granted by the Purchaser pursuant to clause 18; or
- b) if the Supplier fails to perform any other obligation(s) under the Contract

- c) If the supplier, in the judgment of the Purchaser has engaged in corrupt practices in competing for or in executing the Contract for the purpose of this clause:

“**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“**Fraudulent practice**” means a misrepresentation of facts in order to influence procurement process or the execution of a contract to the detriment of the Sub-Recipient, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Sub-Recipient of the benefits of free and open competition.”

- 19.2 In the event the Purchaser terminate the Contract in whole or in part, pursuant to para. 19.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

20. Force Major

- 20.1 For purposes of this Contract, Force Majeure means an event beyond the control of the parties to the Contract and not involving either party's fault or negligence and not foreseeable
- 20.2 If, at any time during the existence of the Contract, either party is unable to perform in whole or part any obligation under this Contract because of such events which include, but are not restricted to, acts of God, acts of Government in its sovereign capacity, war, revolutions, hostility, civil commotion's, strikes, fires floods, epidemics, quarantine restrictions, freight embargoes, explosions, then the date of fulfillment of Contract shall be postponed during the period when such circumstances are operative.
- 20.3 The party which is unable to perform its obligations under the present Contract shall, within fifteen (15) days of occurrence of the Force Majeure event, inform the other party with suitable documentary evidence. Non-availability of raw materials from regular sources shall not be an excuse for the Supplier for not performing its obligation under this Contract.
- 20.4 Any waiver/extension of time in respect of the delivery/acceptance of any installment or part of the goods shall not be deemed to be a waiver/extension of time in respect of the remaining deliveries.
- 20.5 If such inability to perform continues for a period of more than three (3) months, each party shall have the right to be released from further performance of the Contract, in which case, neither party shall have the right to claim damages from the other. All prior performance shall be subject to Contract terms.
- 20.6. Notwithstanding the provisions of Clauses 18, 19, and 20, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination, if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of Force Majeure.

21. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

22. Termination for Convenience

- 22.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or 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.
- 22.2. The goods that are complete and ready for shipment within fifteen (15) days after the Purchaser's receipt of notice of termination shall be accepted by the Supplier at the Contract terms and prices. For the remaining Goods, the purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or

- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and services and for materials and parts previously procured by the Supplier.

23. Resolution of Disputes

- 23.1. In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.
- 23.2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract.

25. Governing Language: The Contract shall be written in the language of the bid, as specified by the Purchaser in the Instructions to Bidders. Subject to Clause 25, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

26. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

27. Notices

- 27.1 Any notice given by one party to the other pursuant to the Contract shall be sent by mail and email and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.
- 27.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

28. Taxes and Duties: All taxes and duties shall be included.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions (Clauses 1)

- 1.1 (a) The Purchaser is: **PSI**
- (b) The Supplier is: _____

2. Country of Origin (Clause 3)

3. Performance Security (Clause 6)

- 3.1 The Performance Security will be as follows:
 - (i) **5 percent of the Contract value.**
- 3.2 The validity of the Performance Security shall extend to the expiry date of the contract period. The Supplier must promptly extend the validity to cover any agreed extensions of the contract and the delivery schedule.

4. Delivery and Documents

4.1. Supplied from Abroad

Upon delivery of the goods to the transporter, the Supplier shall notify the Purchaser and the insurance company and mail the following documents to the Purchaser by first class mail or by courier service:

- a) Commercial Invoice (showing Goods description, quantity, unit price, and total amount)
- b) Packing List
- c) Bill of Lading
- d) Suppliers' warranty certificate.
- e) Certificate of origin
- f) Insurance certificate named purchaser as beneficiary.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the Place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

4.2. For goods within the Purchaser's country

Upon delivery of the Goods to the Transporter, the Supplier shall notify the Purchaser and mail or by courier the following documents to the Purchaser.

- i. Three copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- ii. Delivery notes, railway consignment notes, or truck consignment note.
- iii. Supplier's warranty certificate
- iv. Original copy of the certificate of weight issued by the Port/ Licensed Authority with two copies.

5. Insurance

The air/sea insurance shall be in an amount equal to 110 percent of the DDP value of the goods from "warehouse to warehouse" on an "All Risks" basis, including War Risks and Strike clauses.

6. Payment: The method and conditions of payment to be made to the supplier under this contract shall be

as follows:

On delivery: Hundred (100) of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in SCC Clause 6.

7. Resolution of Disputes (Clause 24)

The dispute resolution mechanism to be applied pursuant to Clause 23 of the General Conditions shall be as follows:

- (a) In the case of a dispute between the Purchaser and a Supplier which is a national of the Purchaser's country, the dispute shall be referred to adjudication/arbitration in accordance with the laws of the Purchaser's country; and
- (b) In the case of a dispute between the Purchaser and a foreign Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the UNCITRAL Arbitration Rules.

8. Notice

For the purpose of all notices, the following shall be the address of the Purchaser.

Purchaser: **Population Services International**

Supplier

SECTION VI

SCHEDULE OF REQUIREMENTS

1. Goods of Requirements

PSI requirements are comprised of the following items:

Item No.	Description of Goods	UoM	Total Quantity
1	Insulin, Short-Acting (1000IU/10ML/box)	Box	6,585
2	Insulin, Intermediate acting (1000IU/10ML/box)	Box	8,780
3	Insulin, Biphasic isophane mixture (1000IU/10ML/box)	Box	2,305
4	Syringe with needle, 0.3 ml (100pcs/box)	Box	4,390
5	Syringe with needle, 0.5 ml(100pcs/box)	Box	4,390

2. Scope of Work Requirements

1. Product Specifications:

- Type of Insulin and Syringes: Specify the types (SECTION VII)
- Dosage: Clearly outline the required dosages and concentrations.
- Packaging: Insulin must be packaged in appropriate, sterile containers with clear labeling, including expiry dates.

2. Quality Standards:

- Regulatory Compliance: All products must meet the Ministry of Health regulations and international quality standards (e.g., ISO, GMP).
- Certification: Provide certificates of analysis for each batch of insulin, confirming quality and efficacy.

3. Delivery Requirements:

- **Purchase Orders:** Typically, every two months, PSI will release purchase orders to suppliers, allowing for adjustments based on hospital demand.
- **PSI's Right to Vary Requirements:** Upon awarding the Contract, PSI reserves the right to modify the quantity of goods and associated services specified above by up to +/- 15%, without any change to unit prices or other terms and conditions of the bidding.
- **Delivery Schedule:** Quantities may vary by order based on hospital demand, and the supplier is required to deliver within one week of order placement (Purchase Order). The partner hospitals involved in the project are listed below:

NO	HOSPITALS	LOCATION
1	Kantha Bopha Hospitals	Phnom Penh
2	National Pediatric Hospital	Phnom Penh
3	Preah Kossamak Hospital	Phnom Penh
4	Phnom Penh Municipal Referral Hospital	Phnom Penh
5	Sonja Kill Memorial Hospital	Kampot
6	Angkor Hospital for Children	Siem Reap
7	Prey Veng Provincial Hospital	Prey Veng
8	Kampong Cham Provincial Hospital	Kampong Cham
9	Battambang Provincial Hospital	Battambang
10	Oddar Mean Chey Provincial Hospital	Oddar Meanchey
11	Pursat Provincial Hospital	Pursat
12	Kirivong Referral Hospital	Takeo
13	Mongkul Borei Referral Hospital	Banteay Meanchey
14	Cambodia China Friendship Hospital	Tboung Khmum

- **Storage Conditions:** All products must be stored and transported according to established standards and the manufacturer's guidelines.
- **Shelf Life:** All goods must display a date of manufacture and must have a minimum remaining shelf life of 12 months at the time of delivery. Suppliers are responsible for ensuring that all products delivered meet this requirement to guarantee their usability and effectiveness.

I. Customer Support:

- **Technical Support:** Availability of support for healthcare staff regarding storage, handling, and usage.
- **Training:** Offer training sessions for hospital staff on the proper administration of insulin.

II. Warranty and Returns:

- **Product Warranty:** The Supplier shall provide a warranty for all goods against defects in materials and workmanship for a specified period (e.g., 12 months) from the date of delivery. Warranty terms should include repair, replacement, or refund options for defective products.
- **Return Policy:** If a batch needs to be recalled after delivery, the Supplier must notify PSI immediately. The Supplier will replace all recalled items at their own expense with products that comply with the original Purchase Order requirements. They will also arrange for the collection or proper disposal of any defective goods.
- **Upon Receipt:** If defects are identified upon receipt—whether in product quality, packaging, or other aspects—the Supplier is responsible for replacing the entire batch at their cost.

III. Reporting and Documentation:

- **Inventory Reports:** Regular reporting on inventory levels and expiration dates.

IV. Pricing and Payment Terms:

- **Pricing:** Provide a clear pricing structure, including any volume discounts.
- **Payment Terms:** Payment will be made within 30 days after receiving the submission of the invoice and all relevant supporting documentation.

SECTION VII
TECHNICAL SPECIFICATIONS

"Summary of Technical Specifications. The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No.	Name of Goods or Related Service	Technical Specifications and Standards
1	Insulin, Short-Acting (1000IU/10ML/box) <i>Brand: [specified by bidder]</i> <i>Model: [specified by bidder]</i> <i>Country: [specified by bidder]</i> <i>Solution for injection in vial</i> <i>Subcutaneous or intravenous use</i> <i>1 vial of 10ml contains 1000 IU</i>	
2	Insulin, Intermediate acting (1000IU/10ML/box) <i>Brand: [specified by bidder]</i> <i>Model: [specified by bidder]</i> <i>Country: [specified by bidder]</i> <i>Suspension for injection,</i> <i>For S.C(Subcutaneous) use</i> <i>1 vial of 10ml contains 1000 IU</i>	
3	Insulin, Biphasic isophane mixture (1000IU/10ML/box) <i>Brand: [specified by bidder]</i> <i>Model: [specified by bidder]</i> <i>Country: [specified by bidder]</i> <i>Suspension for injection,</i> <i>For S.C(Subcutaneous) use</i> <i>1 vial of 10ml contains 1000 IU</i>	
4	Syringe with needle, 0.3 ml (100pcs/box) <i>Brand: [specified by bidder]</i> <i>Model: [specified by bidder]</i> <i>Country: [specified by bidder]</i> <i>Non-Toxic Plastic Insulin Syringe with Needle</i> <i>Capacity: 0.3 ml</i> <i>Needle Length: 6 mm – 8 mm</i> <i>Packaging: Single use, 100 syringes per box</i>	
5	Syringe with needle, 0.5 ml (100pcs/box) <i>Brand: [specified by bidder]</i> <i>Model: [specified by bidder]</i>	

<i>Country: [specified by bidder]</i> <i>Non-Toxic Plastic Insulin Syringe with Needle</i> <i>Capacity: 0.5 ml</i> <i>Needle Length: 6 mm – 8 mm</i> <i>Packaging: Single use, 100 syringes per box</i>	
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Name of Bidder [insert complete name of Bidder]

Signed: [signature of person authorized by the Bidder to sign the bid submission form]

SECTION VIII

BID FORM AND PRICE SCHEDULES

To: **PSI**

Address: No. 67, 69, 71, Street VI-13, Sangkat Toul Sangke 1, Khan Russey Keo,
Phnom Penh, Cambodia

Dear Sir/Madam

Having examined the Bidding Documents, including Addenda Nos. (Insert Numbers), the receipt is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of Goods) in conformity with the said Bidding Documents for the sum of:

(Insert: amount in US Dollars in word) (Insert: amount in US Dollar in Figures)

(hereinafter called < the Total Bid Price >) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the Contract within (number) days calculated from the date of receipt of your Notification of Award.

If our bid is accepted, we undertake to provide advance payment security and performance security in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid for a period of (Number) days from the date fixed for bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be acceptance at the time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below.

Name and address of agent	Amount in US Dollar	Purpose of Commission Gratuity
------------------------------	------------------------	--------------------------------------

(if none, state “none”).

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

Dated this----- days of-----200-----

Signature -----

(in the Capacity of)-----

Duly Authorized to sign bid for and on behalf of

Attachment

Price Schedule for Goods

Name of Bidder _____. ITB Number _____. Page . of ____.

1	2	3	4	5	6
Item	Description	Country of origin	Quantity	Unit Price	Total Price DDP Item (col. 4 x 5)
1	Insulin, Short-Acting (1000IU/10ML/box)		6,585		
2	Insulin, Intermediate acting (1000IU/10ML/box)		8,780		
3	Insulin, Biphasic isophane mixture (1000IU/10ML/box)		2,305		
4	Syringe with needle,0.3 ml (100pcs/box)		4,390		
5	Syringe with needle,0.5ml (100pcs/box)		4,390		

Total Bid Price: _____

10% of VAT Tax: _____

Total Bid Price WITH Tax: _____

Currency: in US Dollar

In figures: _____

In words: _____

Signature of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

SECTION X
PERFORMANCE SECURITY FORM

To: (Name of Purchaser)

WHEREAS-----

Hereinafter called "the Supplier" has undertaken, in pursuance of Contract No.-----dated -----
----. 200----- to supply (description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized Recipient for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee is valid until the ----- day of -----200-----.

Signature and Seal of the Guarantors

Date-----

Address-----

SECTION XI

Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)

To: [*insert: name of the Purchaser*]

WHEREAS [*insert: name of the manufacturer or producer*] (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of [*insert: name and/or description of the Goods requiring this authorization*] (hereinafter, "Goods") having production facilities at [*insert: address of factory*] do hereby authorize [*insert: name and address of Bidder*] (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against IFB [*insert: title and reference number of the Invitation for Bids*] including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these Bidding Documents.

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

In the capacity of [*insert: title, position, or other appropriate designation*] and duly authorize to sign this Authorization on behalf of [*insert: name of manufacturer or producer*]

Declaration on the Code of Ethical Conduct and Fraud and Corruption

Statement on Ethical Conduct and Fraud and Corruption

"We the undersigned confirm in the preparation of our bid or proposal, that:

1. Neither we, nor our employees, associates, agents, shareholders, partners, consultants or their relatives or associates have any relationship that could be regarded as a conflict of interest as set out in the bidding document.
2. Should we become aware of the potential for such a conflict, we will report it immediately to the procuring organization.
3. Neither we, nor any of our employees, associates, agents, shareholders, partners, consultants or their relatives or associates have entered into corrupt, fraudulent, coercive or collusive practices in respect of our bid or proposal.
4. We understand our obligation to allow the Government or the funding agency to inspect all records relating to the preparation of our bid or proposal and any contract that may result from such, irrespective of being awarded a contract or not.
5. No payments in connection with this procurement exercise have been made by us, our associates, agents, shareholders, partners or their relatives or associates to any of the staff, associates, consultants, employees or relatives of such who are involved with the procurement process on behalf of the purchaser, employer or client.
6. We understand that if we are found to be in breach of this declaration, we will be ineligible to be considered for any contracts by the Government of the Kingdom of Cambodia funded by the funding agency and/ or other sources for a period to be determined by them."

[Signed and Date]

[Name of Company/Firm and Seal]

[Name of Authorized Person]