



**Invitation to Bid (ITB)**

**For**

**Procurement of Ultra-Portable X-Ray  
Machine with Artificial Intelligence (AI)**

USAID's Alliance for  
Combating TB in Bangladesh Activity

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## Section 1. Instructions to Tenderers

### A. General

<b>1. Scope of Tender</b>	<p>1.1 The Purchaser named in the Tender Data Sheet (<b>TDS</b>) (hereinafter referred to as icddr,b) wishes to issue these Tender Documents for the supply and installation of Ultra-Portable X-Ray Machines with Artificial Intelligence (AI), as specified in the <b>TDS</b>.</p> <p>1.2 The name of the Tender and the number and identification are stated in the <b>TDS</b>.</p> <p>1.3 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in the Section 3: General Conditions of Contract.</p>
<b>2. Interpretation</b>	<p>2.1 Throughout this Tender Document</p> <ul style="list-style-type: none"> <li>(a) the term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;</li> <li>(b) if the context so requires, singular means plural and vice versa; and</li> <li>(c) "day" means calendar days unless otherwise specified as working days;</li> <li>(d) "Tender Document ", means the Document provided by a Purchaser to a Tenderer as a basis for preparation of its Tender;</li> <li>(e) "Tender", depending on the context, means a Tender submitted by a Tenderer for delivery of Goods and Related Services to a Purchaser in response to an Invitation for Tender;</li> </ul>
<b>3. Source of Funds</b>	<p>3.1 The Purchaser has been allocated funds for providing Ultra-Portable X-Ray Machines with Artificial Intelligence (AI) under ACTB (USAID's Alliance for Combating TB in Bangladesh Activity) – Restricted fund of icddr,b to eligible payments under the contract for which this Tender Document is issued.</p>



<p><b>4. Corrupt, Fraudulent, Collusive, Coercive (or Obstructive in case of Icddr,b) Practices</b></p>	<p>4.1 icddr,b as well as the Tenderers and Contracts (including , sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under this funds.</p> <p>4.2 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(a) "corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of icddr,b or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by icddr,b in connection with a Procurement proceeding or Contract execution;</li> <li>(b) "fraudulent practice" means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;</li> <li>(c) "collusive practice" means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying icddr,b the benefits of competitive price arising from genuine and open competition;</li> <li>(d) "coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.</li> <li>(e) "Obstructive practice" (applicable in case of icddr,b) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.</li> </ul> <p>4.3 Should any corrupt, fraudulent, collusive, coercive (or obstructive in case of icddr,b) practice of any kind is determined by icddr,b or the Icddr,b, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act and Rules and Guidelines of the icddr,b as stated in the ITT sub-clause 3.3.</p>
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	<p>4.4 If corrupt, fraudulent, collusive, coercive (or obstructive in case of icddr,b) practices of any kind is determined by icddr,b against any Tenderer or Contracts (including sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund:</p> <ul style="list-style-type: none"> <li>(a) icddr,b shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings;</li> <li>(b) icddr,b shall reject any recommendation for award that had been proposed for that concerned Tenderer;</li> <li>(c) icddr,b shall declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time;</li> <li>(d) icddr,b shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing icddr,b' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Icddr,b-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a icddr,b-financed contract; and</li> <li>(e) icddr,b shall cancel the portion of the loan allocated to a contract if it determines at any time that representatives of icddr,b or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that icddr,b financed contract, without icddr,b having taken timely and appropriate action satisfactory to the icddr,b to remedy the situation.</li> </ul> <p>4.5 Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion as stated in GCC Clause 38.</p> <p>4.6 In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit icddr,b to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by icddr,b during the procurement or the execution of that icddr,b financed contract.</p>
<p><b>5. Eligible Tenderers</b></p>	<ul style="list-style-type: none"> <li>• This Invitation for Tenders is limited to selective potential Tenderers from specific countries.</li> <li>• Tenderers shall have the legal capacity to enter into the Contract under the Applicable law of Bangladesh.</li> </ul>





	<ul style="list-style-type: none"> <li>• Tenderers shall be enrolled in the relevant professional or trade organisations registered in Bangladesh.</li> <li>• Tenderers shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin.</li> <li>• Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its affiliates which have been engaged by icddr,b to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the works to be performed under this Invitation for Tenders.</li> <li>• Tenderers in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Sub Clause 4.4 (or obstructive practice, in case of icddr,b) in relation to the icddr,b Code of Conduct Guidelines in projects financed by icddr,b.</li> <li>• Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.</li> <li>• Tenderers shall provide such evidence of their continued eligibility satisfactory to icddr,b, as icddr,b will reasonably request. Such as</li> <li>• The product is not made for USA market and also have the eligibility to export outside of the country</li> <li>• Have active exclusions in the System for Award Management (SAM) (<a href="https://www.sam.gov">https://www.sam.gov</a>)</li> <li>• Appear on the Specially Designated Nationals (SDN) and Blocked Persons List maintained by the U.S. Treasury for the Office of Foreign Assets Control, sometimes referred to as the "OFAC List" (<a href="http://www.treasury.gov/resourcecenter/sanctions/SDN-List/Pages/default.aspx">http://www.treasury.gov/resourcecenter/sanctions/SDN-List/Pages/default.aspx</a>)</li> <li>• Are listed in the United Nations Security designation list (<a href="http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml">http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml</a>)</li> <li>• Tenderer must comply with the guidance of eligible commodities (ADS 312), source and origin (ADS 310), and 22 CFR part 228 Rules on Procurement of Commodities: (<a href="https://www.usaid.gov/sites/default/files/documents/1876/312.pdf">https://www.usaid.gov/sites/default/files/documents/1876/312.pdf</a>) (<a href="https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf">https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf</a>).</li> <li>• Tax shall be deducted from the Source as per Bangladesh Government rules.</li> </ul>
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	<ul style="list-style-type: none"> <li>VAT Coupon will be provided by icddr'b against the VAT amount. VAT coupon will only be applicable for the Tenderer who quoted price in BDT and successfully awarded the contract in BDT.</li> <li>Tenderers shall have the up-to-date valid license(s), issued by the corresponding competent authority, as specified in the <b>TDS</b>.</li> </ul>
<b>6. Eligible Equipment and Services</b>	<p>6.1 The equipment to be supplied under the contract are eligible, unless their origin is from a country specified in the <b>TDS</b> and all expenditures under the contract will be limited to such plant, and services.</p> <p>6.2 For purposes of this clause, "origin" means the place where the equipment, or component parts thereof are produced or manufactured.</p> <p>6.3 The origin of equipment is distinct from the nationality of the Tenderer. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.</p>
7. Site visit	7.1 icddr,b will visit installation site and/or supplied equipment, if necessary.
<b>B. Tender Document</b>	
<b>8. Tender Document: General</b>	<p>8.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11.</p> <ul style="list-style-type: none"> <li>Section 1 Instructions to Tenderers (ITT)</li> <li>Section 2 Tender Data Sheet (<b>TDS</b>)</li> <li>Section 3 General Conditions of Contract (GCC)</li> <li>Section 4 Particular Conditions of Contract (<b>PCC</b>)</li> <li>Section 5 Tender and Contract Forms</li> </ul> <p>8.2 The Purchaser may reject any tender submission if the Tender Document was not collected/received directly from the Purchaser.</p> <p>8.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as addendum to Tender Documents.</p>
<b>9. Clarification of Tender Document</b>	9.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchasers address indicated in the <b>TDS</b> .

<b>10. Pre-Tender Meeting</b>	<p>10.1 Online Pre-Tender Meeting – Through Microsoft Teams.</p> <p>10.2 Date: <b>March 23, 2023; 12:00 PM Bangladesh Time (GMT+6)</b></p> <p>10.3 Please mention 'Bid reference' and 'Interested in Pre-Tender Participation' in the email subject.</p>
<b>11. Addendum to Tender Document</b>	<p>11.1 At any time prior to the deadline for submission of Tenders, the Purchaser on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document or as a result of a Pre-Tender meeting, may revise the Tender Document by issuing an addendum.</p>

### C. Qualification Criteria

<b>12. General Criteria</b>	<p>12.1 The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract.</p> <p>12.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, the Tenderer must satisfy the other criteria stated in this document.</p> <p>12.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which tenders are invited in the Invitation for Tenders, the Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual contracts.</p>
<b>13. Litigation History</b>	<p>12.4 Litigation History in past three years, if any, shall be declared by Tenderer.</p>
<b>14. Experience Criteria</b>	<p>14.1 As per TDS ITT Clause 14.1.</p>
<b>15. Financial Criteria</b>	<p>15.1 Tenderers shall have the following minimum level of financial capacity of qualify for the supply, execution and performance of plant and services under the contract.</p> <p>(a) Satisfactory resolution of all claims, arbitrations or other litigation cases and shall not have serious negative impact on the financial capacity of the Tenderer.</p>
<b>16. Personnel Capacity</b>	<p>16.1 The Tenderer shall have the following minimum level of personnel capacity to qualify for the performance of equipment and installation service under the Contract.</p>



	A. Project Contact Manager, Certified Engineers, and other key staff.
<b>17. Technical Capacity</b>	17.1 The Tenderer must submit necessary document in support of their technical capability.
<b>18. Joint Venture, Consortium or Association</b>	18.1 Not preferred for this tender.
<b>19. Subcontractor(s)</b>	19.1 The successful Tenderer shall under no circumstances assign the goods/works/services or any part of it to a Subcontractor.
<b>D. Tender Preparation</b>	
<b>20. Only one Tender</b>	20.1 Alternative proposal is accepted (maximum one alternative proposal is acceptable).
<b>21. Cost of Tendering</b>	21.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
<b>22. Issuance and Sale of Tender Document</b>	22.1 Tenderer need not to purchase the tender document.
<b>23. Language of Tender</b>	23.1 Tenders shall be written in the English language.
<b>24. Contents of Tender (Document establishing the tender's qualification)</b>	<p>24.1 The Tender prepared by the Tenderers shall comprise Two pdf document submitted simultaneously, one called Selection Technical Offer containing the documents listed in ITT 24.2 and other called the Financial Offer containing the documents listed in 24.3.</p> <p>24.2 Selection Technical Offer prepared by the Tenderers will comprise the following:</p> <ul style="list-style-type: none"> <li>(a) Technical Submission</li> <li>(b) Tenderer Information Sheet</li> <li>(c) Technical Proposal</li> <li>(d) The completed eligibility declarations.</li> <li>(e) A certificate issued by the competent authority stating that the Tenderer is a Tax payer having valid Tax Identification Number (TIN) and Business Identification Number (BIN).</li> <li>(f) Proof of successful installation history (if any);</li> <li>(g) Response Template duly signed and sealed</li> <li>(h) Any other document as specified in the <b>TDS</b>.</li> </ul> <p>24.3 The Financial Offer prepared by the Tenderers shall comprise the following:</p>





	<p>(a) The Financial offer Submission Letter</p> <p>(b) Financial Proposal (Equipment Cost including all others associated cost)</p> <p>(c) any other document as specified in the <b>TDS</b>.</p>
<b>25. Alternatives</b>	25.1 Alternative proposal is accepted (maximum one alternative proposal is acceptable).
<b>26. Tender Prices, Discounts &amp; Price adjustment</b>	<p>26.1 Unless otherwise <b>specified in the TDS</b>, tenderers shall quote for the entire Plant and Installation Services on a "single responsibility" basis such that the total tender price covers all the Contractor's obligations.</p> <p>26.2 Tenderers shall give a breakdown of the prices.</p> <p>26.3 The Price Schedules may comprise as following:</p> <ul style="list-style-type: none"> <li>• Equipment Price</li> <li>• Logistics Cost</li> <li>• Installation &amp; Validation Service</li> <li>• Training and related services</li> <li>• Grand Total</li> </ul> <p>26.4 In the Schedules, tenderers shall give the required details and a breakdown of their prices as follows:</p> <p>a) Equipment Price in US Dollars or BDT (Bangladesh Taka)</p> <p>(b) Recommended first moving spare parts and consumables shall be quoted separately.</p> <p>26.5 The current edition of INCOTERMS, published by the International Chamber of Commerce shall govern.</p> <p>26.6 Tenderers wishing to offer any unconditional discount shall specify in their Letter of Tender the offered discounts and the manner in which price discounts will apply.</p>
<b>27. Tender Currency</b>	<p>27.1 Tender currency will be in US Dollars or BDT (Bangladeshi Taka)</p> <p>27.2 Suppliers offering Goods manufactured or assembled in abroad, are permitted to submit their Tender in a combination of US Dollars and BDT (Bangladeshi Taka).</p> <p>27.3 If installation cost is required to quote separately, Tenderer may quote in BDT (Bangladesh Taka).</p>
<b>28. Documents Establishing the Conformity of Equipment and Installation Services</b>	<p>a. To establish the conformity of equipment and installation service to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods and Related services conform to Selection Technical specifications and standards. a detailed description of the essential technical and performance characteristics of equipment and installation service, including the functional guarantees of the proposed plant and services, in response to the Specification.</p>





	b. a list giving full particulars, including available sources, of all spare parts and special tools necessary for the proper and continuing functioning of the plant for the period named in the <b>TDS</b> , following completion of plant and services in accordance with provisions of contract.
<b>29. Documents Establishing Eligibility of the Tenderer</b>	<p>29.1 Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall:</p> <p>(a) complete the eligibility declarations in the Tender Submission Letter</p> <p>(b) complete the Tenderer Information.</p>
<b>30. Validity Period of Tender</b>	30.1 180 days from the date of tender submission.
<b>31. Extension of Tender Validity</b>	31.1 In justified exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser may request to extend the validity for another 90 days.
<b>32. Tender Security</b>	Not Applicable for this tender.
<b>33. Form of Tender security</b>	N/A
<b>34. Authenticity of Tender Security</b>	N/A
<b>35. Return of Tender Security</b>	N/A
<b>36. Forfeiture of Tender Security.</b>	N/A
<b>37. Format and Signing of Tender</b>	<p>37.1 Proposal submission in hard copies will not be accepted. Technical and Financial Proposals shall be submitted in two separate PDF documents through email.</p> <p>37.2 Tenderers shall prepare one <b>Technical Offer</b> (in PDF) and clearly name it "<b>TECHNICAL OFFER</b>".</p> <p>37.3 Tenderers shall prepare one Financial Offer (in PDF) and clearly mark it "<b>FINANCIAL OFFER</b>".</p> <p>37.4 Tenderer will submit their both Technical and Financial proposal in PDF document to the following email [Email: <a href="mailto:tender@icddr.org">tender@icddr.org</a>] within the bid submission deadline.</p> <p>37.5 Financial Proposal must be password protected and shall be preserved with Tenderer's custody until it is asked by Mirza Masud Rana, Senior Manager, Supply Chain Management, icddr,b [Email: <a href="mailto:mirza.masud@icddr.org">mirza.masud@icddr.org</a>]</p> <p>37.6 Failing to meet the conditions mentioned above, might lead the Tenderer to disqualification.</p>
<b>E. Tender Submission</b>	



<b>38. Sealing, Marking and Submission of Tender</b>	<b>38.1</b> Submission will be done <b>through Email</b> .
	<b>38.2 Financial Offer</b> must be password protected. <ul style="list-style-type: none"> <li>(a) Mixing of Technical &amp; Financial proposal might lead the bid submission to disqualification.</li> <li>(b) Submission of un-protected document might lead the bid submission to disqualification.</li> <li>(c) It is the Tenderer's responsibility to ensure compliance with the submission process. If the documentation or emails are not marked and submitted as per the instructions, icddr,b will neither assume responsibility for the bid's misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions will result in the proposal being declared invalid.</li> </ul>
<b>39. Deadline for Submission of tenders</b>	Deadline of the tender submission is <b>April 06, 2023, at 5:00 PM Bangladesh Time (GMT+6)</b> .
<b>40. Late tender</b>	Late submission will be disqualified.
<b>41. Modification, Substitution or Withdrawal of Tenders</b>	41.1 Not Allowed.
<b>42. Tender Modification</b>	42.1 Not Allowed.
<b>43. Tender Substitution</b>	43.1 Not Allowed.
<b>44. Withdrawal of Tender</b>	44.1 Not Allowed.
<b>F. Tender Opening and Evaluation</b>	
<b>45. Tender Opening</b>	45.1 Only Selection <b>Technical Offer</b> shall be opened immediately after the deadline for submission of Tenders. 45.2 Tender Opening will not be conducted as "Public Opening".
<b>46. Evaluation of Tenders</b>	46.1 Technical Offers shall be examined and evaluated only on the basis of the criteria specified in the Tender Document. 46.2 Proposals will be evaluated following the Technically Qualified and Lowest Cost Selection Method.
<b>47. Evaluation Process</b>	47.1 Selection committee may consider a Tender Offer as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Technical Offer opening following Two steps:



	<p>(a) Preliminary Examination (screening)</p> <p>(b) Technical Examination and Responsiveness</p> <p>icddr,b will evaluate the Technical Proposal for compliance with the technical requirements stated in this.</p>
<b>48. Preliminary Examination</b>	<p>48.1 The following will be considered as screening criteria:</p> <ul style="list-style-type: none"> <li>• Eligibility and legal documentation</li> <li>• Authorization from the Original Equipment Manufacturer (OEM) for to participate in this tender.</li> <li>• Country of Origin of the original Equipment as per ITT Clause 5.1.</li> </ul>
<b>49. Technical Evaluation and Responsiveness</b>	<p><b>Technical Evaluation:</b></p> <p>49.1 The Technical Proposal must be complied with the Technical Specifications - Appendix- 1.</p> <p>49.2 Tenderer must comply the requirement of Technical Response Sheet - Appendix -2.</p> <p>49.3 Tenderer must comply the requirement and submit documents – Appendix:3.</p>
<b>50. Financial Evaluation</b>	<p>50.1 Tenderer who qualified in Technical Evaluation will be considered for Financial Evaluation.</p> <p>50.2 Lowest Evaluated Tender will be invited for negotiation.</p>
<b>50. Clarification on Technical Offer</b>	<p>50.3 icddr,b may ask Tenderers for clarification of their Technical Offers in order to facilitate the examination and evaluation of Technical Offers.</p>
<b>51. Restrictions on Disclosure of Information</b>	<p>51.1 Following the opening of Technical Offers until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Procuring Entity.</p>
<b>52. Approval of Technical Offer</b>	<p>52.1 Selection committee will authorise to recommend technically qualified proposals who are eligible for Financial Evaluation.</p>
<b>53. Financial Offer Opening</b>	<p>53.1 Those who are technical qualified, will be eligible for financial evaluation.</p>
<b>54. Clarification on Financial Offer</b>	<p>54.1 Selection Committee may ask Tenderers for clarification of their Financial Offers, about the breakdowns of unit rates, in order to facilitate the examination and evaluation of Financial Offers. The request for clarification by Selection Committee and the response from the Tenderer shall be in writing.</p>
<b>55. Correction of Arithmetical Errors</b>	<p>55.1 Selection Committee is authorized to shall correct any arithmetic errors that are discovered during the examination of Tenders.</p>



<b>56. Conversion to Single Currency</b>	56.1 For evaluation and comparison purpose, all cost will be converted under local and foreign currency (USD).
<b>57. Financial Evaluation</b>	57.1 Lowest responsive Bid.
<b>58. Price Comparison</b>	58.1 Selection Committee shall compare all responsive Tenders to determine the solution.
<b>59. Post-qualification</b>	59.1 Selection Committee may visit tenderer's past installation site to verify the information and certification submitted by the tenderer(if necessary).
	59.2 Selection Committee shall contact the references given by Tenderers about their previous Supply experiences to verify, if necessary, statements made by them in their Tender and to obtain the most up-to-date information concerning the Tenderers.
<b>60. Negotiation</b>	60.1 Most competitive Tenderer will be negotiated for Price, Service, Support and Training.
<b>61. Rejection of All Tenders</b>	61.1 icddr,b hold the right to reject all tender without explaining any reason or clarification.
<b>62. Informing Reasons for Rejection</b>	62.1 Tender Cancellation notice will circulated among tender participants.
<b>G. Contract Award</b>	
<b>63. Award Criteria</b>	63.1 Recommended Tenderer will get notification from icddr,b through NOI (Notification of Intent).
	63.2 A Tenderer shall not be required, as a condition for award of contract, to undertake obligations not stipulated in the Tender Document, to change its price, or otherwise to modify its Tender.
<b>64. Notification of Award</b>	64.1 NOI will be issued within Tender Validity date.
	64.2 The Notification of Intent, attaching the contract to be signed, shall state: <ul style="list-style-type: none"> <li>(a) the acceptance of the Tender by the Purchaser;</li> <li>(b) the price at which the contract is awarded;</li> <li>(c) the amount of the Performance Security;</li> <li>(d) the date and time within which the Performance Security shall be submitted; and</li> <li>(e) the date and time within which the contract shall be signed.</li> </ul>
	64.3 The Notification of Intent shall be accepted in writing by the successful Tenderer within <b>seven (7)</b> working days from the date of issuance of <b>NOI</b> .





	64.4	Until a formal contract is signed, the Notification of Intent constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.
<b>65. Performance Guarantee/Bond</b>	65.1	The Performance Guarantee/Bond shall be determined sufficient to protect the performance of the Contract.
	65.2	Performance Guarantee/Bond shall be furnished by the successful Tenderer in the amount specified in the Tender.
<b>66. Form and Time Limit for furnishing of Performance Guarantee/Bond</b>	66.1	The Performance Guarantee/Bond shall be in the form of irrevocable Bank Guarantee or in the form of Pay order.
	66.2	Within seven (07) days from issue of the Notification of Intent, the successful Tenderer shall furnish the Performance Guarantee/Bond.
<b>67. Validity of Performance Guarantee/Bond</b>	67.1	The Guarantee/Bond shall be required to be valid until a date twenty-eight (28) days beyond the date of standard warranty completion under the Contract, including any other warranty obligations.
	67.2	If under any circumstances date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations is to be extended, the Performance Security shall correspondingly be extended for the extended period.
<b>68. Authenticity of Guarantee/Bond</b>	69.1	The Purchaser shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing irrevocable Bank Guarantee in specified format.
<b>69. Contract Signing</b>	69.1	At the same time as the Purchaser issues the Notification of Intent, the Purchaser shall send the draft Contract Agreement and all documents forming the Contract.
	69.2	Within fifteen (15) days of the issuance of Notification of Intent, the successful Tenderer and the Purchaser shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
	69.3	If the successful Tenderer fails to provide the required Performance Security, Purchaser shall proceed to award the Contract to the next evaluated Tenderer, and so on.
<b>70. Publication of Notification of Award of Contract</b>	70.1	N/A
	70.2	N/A
<b>71. Debriefing of Tenderers</b>	72.1	N/A



<b>72. Right to Complain</b>	72.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Purchaser to fulfil its obligations in accordance.
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## Section 2. Tender Data Sheet

*Instructions for completing the Tender Data Sheet are provided, as needed, in the notes in italics and under lined mentioned for the relevant clauses.*

<b>A. General</b>	
<b>ITT 1.1</b>	The Purchaser is: icddr,b 68 Shaheed Tajuddin Ahmed Sharani, Mohakhali, Dhaka 1212
<b>ITT 1.2</b>	The source of funds: USAID
<b>ITT 1.3</b>	Origin of Equipment from the following countries are eligible: Tenderer must comply with the guidance of eligible commodities (ADS 312), source and origin (ADS 310), and 22 CFR part 228 Rules on Procurement of Commodities: ( <a href="https://www.usaid.gov/sites/default/files/documents/1876/312.pdf">https://www.usaid.gov/sites/default/files/documents/1876/312.pdf</a> ) ( <a href="https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf">https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf</a> ).
<b>B. Tender Document</b>	
<b>ITT 2.1</b>	For <u>clarification of Tender Document</u> only, icddr,b's address is: Attention: Senior Manager, Supply Chain Management Email address: <a href="mailto:rfp@icddr.org">rfp@icddr.org</a>
<b>ITT 2.2</b>	<b>Pre-Tender Meeting: <u>March 23, 2023; 12:00PM Bangladesh Time (GMT+6)</u></b> Online Pre-Tender Meeting – Through Microsoft Teams. Interested Tenderers should notify icddr,b about their interest of participating in the Pre-Tender session through email [ <a href="mailto:rfp@icddr.org">rfp@icddr.org</a> ] within 5:00 PM Bangladesh Time (GMT+6) by March 22, 2023. Please mention 'Bid reference' and 'Interested in Pre-Tender Participation' in the email subject. Interested participants will get Pre-Tender meeting link through email.
<b>C. Qualification Criteria</b>	
<b>ITT 3.1</b>	<b>Mandatory Requirements:</b> <ul style="list-style-type: none"> <li>Regulatory and Legal documents required for conducting business.</li> <li>Authorization from the Original Equipment Manufacturer (OEM) to participate in this tender.</li> <li>Country of Origin of the original Equipment as per ITT Clause 5.1.</li> <li>Technical and Financial proposal submission as per ITT Clause bid instruction</li> </ul>



<b>ITT 3.2</b>	<b>Experience of supply similar equipment:</b> <ul style="list-style-type: none"> <li>Tenderer shall have proven record in supply of similar equipment. Tenderer must submit, PO/Contract document as proof of evidence against supply and installation of five (5) similar equipment in last five (5) years.</li> </ul>
<b>ITT 3.3</b>	Alternative proposal shall be permitted.
<b>ITT 3.4</b>	Tenderers shall quote for the entire equipment and Installation Services on a single responsibility basis.
<b>ITT 3.5</b>	Incoterms: Local delivery to icddr,b or CPT Dhaka as applicable with the Bid proposal.
<b>ITT 3.6</b>	The prices quoted by the Tenderer shall be fixed for the duration of the Contract.
<b>ITT 3.7</b>	Name of the currency: BDT/Foreign Currency
<b>ITT 3.8</b>	OEM authorization is: "Required".
<b>ITT 3.7</b>	<p>The Tender validity period shall be 180 days.</p> <p><b>Pre-Tender Session:</b></p> <p>Online Pre-Tender Meeting – Through Microsoft Teams.</p> <p>Interested Tenderers should notify icddr,b about their interest of participating in the Pre-Tender session through email [rfp@icddrb.org] on <b>March 23, 2023</b>. Please mention 'Bid reference' and 'Interested in Pre-Tender Participation' in the email subject.</p> <p>Interested participants will get Pre-Tender meeting link through email.</p>
<b>E. Submission of Tender</b>	
<b>ITT 39.1</b>	<p>Bid proposal shall be addressed to:</p> <p>Director, Supply Chain Management</p> <p>Address: icddr,b; 68 Shaheed Tajuddin Ahmed Sharani, Mohakhali, Dhaka 1212.</p>
<b>ITT 39.2</b>	Submission deadline. The deadline for submission of Tenders is <b>April 06, 2023 at 5.00 PM, Bangladesh Time (GMT+6)</b> .
<b>ITT 39.3</b>	<p>Submission Method: Electronic Email.</p> <p>All Proposals must be submitted to Email: <a href="mailto:tender@icddrb.org">tender@icddrb.org</a>, the ONLY ACCEPTABLE EMAIL ADDRESS for receipt of Proposals. No other recipient should be "Cc" or "Bcc" in the emailed Proposal submission.</p>
<b>ITT 39.3</b>	All email communications in relation to this Tender must clearly indicate the Subject Line: " <u>Procurement of Ultra-Portable X-Ray Machine</u> " of the Email. All Proposals must be submitted in PDF files.
	Submission Method: Electronic Email to [ <a href="mailto:tender@icddrb.org">tender@icddrb.org</a> ]





<b>F. Opening and Evaluation of Tenders</b>	
<b>ITT 45.1</b>	Proposal Opening will not be conducted as Public Opening.
<b>G. Award of Contract</b>	
<b>ITT 65.2</b>	<ul style="list-style-type: none"> <li>a) The amount of Performance Guarantee shall be five percent (5%) of the Contract price for Goods and related Services.</li> <li>b) Performance Guarantee will be remaining valid post twelve (12) months from the date of installation of the equipment and acceptance by icddr,b.</li> <li>c) Performance Guarantee shall be returned to the supplier/contractor (with adding no interest) after completion of one (1) year from installation, given the equipment is well functioning.</li> </ul>
<b>ITT 72.5</b>	<p>The name and address of the office where complaints to the Purchaser are to be submitted is:</p> <p>Attention: Senior Manager, Supply Chain Management</p> <p>Email Address: <a href="mailto:rfp@icddrb.org">rfp@icddrb.org</a></p>

<b>Section 3. General Conditions of Contract</b>	
<b>A. General</b>	
<b>1. Definitions</b>	<p>1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:</p> <ul style="list-style-type: none"> <li>(a) <b>Approving Authority</b> means the authority which, in accordance with the Delegation of Financial powers, approves the award of Contract for the Procurement of Goods, Works and Services.</li> <li>(b) <b>Completion</b> means that the equipment (or a specific tasks are specified in the Contract) have been completed operationally and structurally.</li> <li>(c) <b>Completion Certificate</b> means the Certificate issued by icddr,b as evidence that the Contractor has executed the services in all respects as per specifications and Conditions of Tender.</li> <li>(d) <b>Completion Date</b> is the actual date of completion of equipment and installation service certified by icddr,b.</li> <li>(e) <b>Contract Agreement</b> means the Agreement entered into between icddr,b and the Contractor, together with the Contract Documents referred to therein, including all attachments.</li> </ul>

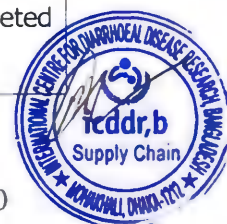
	<p>appendices, and all documents incorporated by reference therein to supply and install Plant &amp; Equipment</p> <p>(f) <b>Contract Price</b> means the price payable to the supplier.</p> <p>(g) <b>Day</b> means calendar day unless otherwise specified as working days.</p> <p>(h) <b>Defect</b> is any part of the Works not completed in accordance with the Contract.</p> <p>(i) <b>Effective Date</b> means the date of fulfillment of all conditions of the Contract Agreement, from which the Time for Completion shall be counted.</p> <p>(j) <b>Equipment</b> means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Facilities.</p> <p>(k) <b>Facilities</b> means the equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract. It also includes any ancillary building or infra structure that needs to be constructed/built/erected to support the plant.</p> <p>(l) <b>Force Majeure</b> means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 52.</p> <p>(m) <b>Installation Services</b> means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc. as the case may require.</p> <p>(n) <b>Month</b> means calendar month.</p> <p>(o) <b>Original Contract Price</b> is the Contract Price stated in icddr,b's Notification of Intent.</p> <p>(p) <b>Procuring Entity/Employer/Purchaser</b> means, as the context so applies, an Entity having administrative and financial powers to undertake procurement of equipment and Physical services who employs the Contractor to carry out the contractual obligations.</p>
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	<p>(q) <b>Site</b> means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the PCC as forming part of the Site</p> <p>(r) <b>Subcontractor</b> means a person or corporate body, who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>(s) <b>Time for Completion</b> means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, in accordance with the relevant provisions of the Contract.</p> <p>(t) <b>Variation</b> means any change to equipment and installation service directly procured from the original Contractor to cover increases or decreases in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of the contract.</p> <p>(u) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.</p>
<b>2. Interpretation</b>	<p>2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construance of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.</p>
	<p>2.2 Entire Agreement.</p> <p>The Contract constitutes the entire agreement between the icddr,b and the Supplier and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement.</p>
	<p>2.3 Non-waiver.</p> <p>(a) Subject to GCC Sub Clause 2.3(b), 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.</p>
	<p>(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.</p>



	<p>2.4. Severability</p> <p>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.</p>
	<p>2.5. Sectional completion</p> <p>If sectional completion is specified in the <b>PCC</b>, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).</p>
<b>3. Communications &amp; Notices</b>	<p>3.1 Communications between Parties such as notice, request or consent required or permitted to be given or made by one party to the other pursuant to the Contract shall be in writing to the addresses specified in the <b>PCC</b>.</p>
	<p>3.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
	<p>3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p>
4. Penalty Clause	<p>4.1 icddr,b may deduct 5% of the outstanding bills from the invoice when the successful Tenderer does not supply within the time stipulated in the work/purchase order. icddr,b may purchase the materials and shall recover the differential expenditure for the purchase from the party, if necessary, from their receivable bills. As a penalty, icddr,b can blacklist the party by terminating the Contract and also can forfeit his Security Deposit lying with the Centre. The invoice will incorporate any penalties that might need to be enforced, based on the terms and conditions stated in this tender document</p>
<b>5. Governing Law</b>	<p>5.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.</p>
<b>5. Governing Language</b>	<p>5.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English. 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 English, in which case, for purposes of interpretation of the Contract, such translation shall govern.</p>
	<p>5.2 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
<b>6. Documents Forming the Contract and</b>	<p>6.1 The following documents forming the Contract shall be interpreted in the following order of priority:</p>





<b>Priority of Documents</b>	<ul style="list-style-type: none"> <li>(a) the signed Contract Agreement</li> <li>(b) the Notification of Intent;</li> <li>(c) the completed Tender and the Appendix to the Tender;</li> <li>(d) the Price Schedule</li> <li>(e) Selection Technical Specifications;</li> <li>(f) Technical response template</li> <li>(g) Any other document forming part of the Contract.</li> </ul>
<b>7. Contract Agreement</b>	7.1 The parties shall enter into a Contract Agreement within twenty eight (28) days from the date of issuance of the Notification of Intent (NOI).
<b>8. Assignment</b>	8.1 Neither the Contractor nor the Employer shall assign, in whole or in part, its obligations under the Contract; except with the Employer's prior written approval.
<b>9. Eligibility</b>	9.1 The Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC.
<b>10. Gratuities / Agency fees</b>	10.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those included in the Contract, shall be given or received in connection with the procurement process or in the Contract execution.
<b>11. Confidential Details</b>	11.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 11.
	11.2 The Employer shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the design, construction, or other work and services required for the performance of the Contract.
<b>12. Joint Venture (JV)</b>	12.1 Under this tender, JV is not allowed.
<b>13. Possession of the Site</b>	13.1 The Employer shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the

	Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.
<b>14. Access to the Site</b>	14.1 The Contractor shall allow the Engineer and any person authorised by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
<b>15. Safety, Security and Protection of the Environment</b>	15.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein: <ul style="list-style-type: none"> <li>(a) take all reasonable steps to safeguard the health and safety of all workers working on the Site and other persons entitled to be on it, and to keep the Site in an orderly state;</li> <li>(b) provide and maintain at the Contractor's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and</li> <li>(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractor's methods of operation.</li> </ul>
<b>16. Working Hours</b>	16.1 The Contractor shall not perform any work on the Site on the weekly holidays, or during the night or outside the normal working hours, or on any religious or public holiday, without the prior written approval of the Project Manager.
<b>17. Welfare of Labourers</b>	17.1 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's personnel relating to their employment, health, safety, welfare, immigration and shall allow them all their legal rights.
<b>18. Child Labour</b>	18.1 The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development in compliance with the applicable laws and other relevant treaties ratified by the government.
<b>19. Fossils &amp; antiquities</b>	19.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.
<b>20. Corrupt, Fraudulent, Collusive or Coercive Practices</b>	20.1 icddr,b requires that the Contractor shall observe the highest standard of ethics during the execution of the Contract.

<b>21. Liquidated Damages</b>	21.2 If the Supplier fails to complete the delivery of Goods and related services within the Delivery and Completion Schedule specified in the contract or as extended, the Procuring Entity shall, as Liquidated Damages or Delay Damages, deduct from the Contract Price, a sum at the percent-rate per day of delay as specified in the PCC, of the contract value of the undelivered Goods and related services or part thereof delivered after the Delivery and Completion Schedule or as extended. The total amount of Liquidated Damages or Delay Damages shall not exceed the amount specified in the PCC. The Procuring Entity may deduct Liquidated damages from payments due to the Supplier. Payment of Liquidated damages shall not affect the Supplier's liabilities
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#### Section 4. Particular Conditions of Contract

*Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.*

<b>GCC 1.1</b>	The Contractor is <i>[Name, address, and name of authorized representative]</i>
<b>GCC 1.2</b>	The Employer is <i>[Name, address, and name of authorized representative]</i>
<b>GCC 1.3</b>	The Site is located at <i>[location]</i> and is defined in drawings No: <i>[insert numbers]</i>
<b>GCC 1.4</b>	icddr,b's address for the purpose of communications under this contract is : Contact person: Address: Tel: Fax: e-mail address:  The Contractor's address for the purpose of communications under this contract is : Contact person: Address: Tel: Fax: e-mail address:
<b>GCC 2.1</b>	Other documents forming part of the Contract are; <i>[list other documents viz. Schedule of other contractors, Schedule of Key Personnel, Site Investigation Reports, relevant correspondences prior to signing of the Contract agreement etc.]</i>





<b>GCC 2.2</b>	Materials, Equipment Plants and supplies shall not have their origin in the following countries: <i>[state countries, if applicable]</i>
<b>GCC 2.3</b>	Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s);  <i>[state date or dates of possession of site]</i>
<b>GCC 2.4</b>	The Contractor agrees to supply spare parts for a period of <i>[insert years]</i>  <i>The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within six (6) months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.</i>
<b>GCC 3.1</b>	The Contractor shall commence work on the Facilities within <i>[insert date]</i> from the Effective Date for determining Time for Completion as specified in the Contract Agreement.
<b>GCC 3.2</b>	The time for completion of the whole of the facilities within <i>[insert date]</i> from the effective date as described in the contract agreement.
<b>GCC 3.3</b>	A Subcontractor that is a national of, or registered in, the following countries are not eligible:  <i>[state countries, if applicable]</i>
<b>GCC 3.4</b>	Nominated Subcontractor(s) named below; <i>[insert name(s)]</i>  shall be entitled to execute the following specific components of the Works  <i>[state none ,if not applicable]</i>
<b>GCC 4.1</b> <b>Liquidated Damage</b>	icddr,b may deduct 5% of the outstanding bills from the invoice when the successful Tenderer does not supply within the time stipulated in the work/purchase order. icddr,b may purchase the materials and shall recover the differential expenditure for the purchase from the party, if necessary, from their receivable bills. As a penalty, icddr,b can blacklist the party by terminating the Contract and also can forfeit his Security Deposit lying with the Centre. The invoice will incorporate any penalties that might need to be enforced, based on the terms and conditions stated in this tender document  <b><u>Guide to application of GCC Sub Clause 33.1 above</u></b>  <b><i>[ Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae</i></b>  $T = V \times P \times n$





	<p><b>Where;</b></p> <p><b>T = Total amount of Liquidated Damages</b></p> <p><b>V = Contract Value of undelivered Goods or any part thereof, delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable</b></p> <p><b>P = Percent-rate at which the Liquidated Damages shall be imposed per day of delay</b></p> <p><b>n = No of days delayed for delivery of the undelivered Goods or any part thereof, after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable.</b></p>
<b>GCC 4.2</b>	The Guarantee Test of the Facilities shall be successfully completed within [insert days] from the date of Completion.
<b>GCC 4.3</b>	Applicable (amount or rate) for the bonus for early Completion: <b>[NOT APPLICABLE]</b>
<b>GCC 4.3</b>	The amount to be withheld for late submission of an updated Programme is: <b>[NOT APPLICABLE]</b>
<b>GCC 4.4</b>	<p>The critical components covered under the extended defect liability are [insert components, the period shall be [number of years, which shall not exceed five (5) years]</p> <p><i>[The Employer should not extend the Defect Liability Period beyond the period prescribed in GCCS Sub-Clause 42.2, except where it is commercial practice for critical components in that type of Facilities, and in which case the relevant period shall be specified in the PCC under GCC Sub-Clause 27.1]</i></p> <p><i>[The provision should be used only when an extended defect liability is requested]</i></p> <p><i>[the components should either be mentioned herein or a reference should be made to the related paragraph in Section 6 (Employer's Requirements) ]</i></p>
<b>GCC 4.5</b>	The performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended defect liability to cover the Contractor's extended defect liability in accordance with the provision in the PCC, pursuant to GCC Sub-Clause 42.10.



<b>GCC 72.2</b>	<p>(i) The Contract shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh</p> <p>Settlement of Disputes:</p> <p>i. Amicable settlement: icddr,b and the supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation</p> <p>ii. Arbitration: If the parties are unable to reach a settlement as per (i) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either party may give notice to the other party of its intention to commence arbitration. The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and the venue for the Arbitration will be icddr,b, Mohakhali, Dhaka and the decision of the arbitrator shall be final and binding on the parties</p>
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# Appendix:

## Appendix 1. Specification for the procurement of Ultra-Portable X-Ray Machines with Artificial Intelligence (AI):

	<b>Purpose of Use:</b> General-purpose portable diagnostic X-Ray system used in a variety of X-Ray imaging applications and support out of hospital infrastructure screening/diagnostic/monitoring interventions, applications and/or campaigns (i.e. "chest X-Ray for pneumonia and/or TB screening/ diagnosis, trauma patient etc.)	
1	<b>Computer aided detection technology with Portable X-ray system to screen and triage TB</b> <b>Core components are:</b> <ol style="list-style-type: none"> <li>1. X-ray generator</li> <li>2. Generator stand</li> <li>3. X-ray detector</li> <li>4. Detector stand</li> <li>5. Work station with imaging processing software</li> <li>6. Built-in batteries to support X-ray generator, X-ray detector, console laptop and CAD device for on line and offline.</li> <li>7. Carrying bag</li> <li>8. Power bank</li> <li>9. External charger</li> <li>10. Lead apron (0.5 mm lead protection)</li> </ol>	12 Sets
	<b>X-ray generator</b>	
	Output power : 400W or higher	
	Voltage range : 50 to not less than 90 KV	
	Maximum current : at least 5mA @ 90KV	
	<b>X-Ray tube and collimator:</b>	
	Anode: Stationary or rotating(better) anode with focal spot size less than 1.3 mm. -Heat storage capacity of the anode at least 10,000 HU (preferably higher) -Multi leaf collimator with patient centering light. Total filtration 2.5 mm @ 70KV or better	
	<b>Exposure Features:</b>	
	-Exposure time range: 0.04 to at least 0.5 s with steps. -Exposure capacity: When fully charged at least 100 exposures. -Preferably: detachable/ replaceable battery.	
	<b>X-Ray Generator Stand/Frame</b>	
	-Light weight -Preferably, Vertical movements range from 50-150 cm from ground. -Preferably, with rotation of 90 degrees around vertical axis. -Fully counterbalanced for safe and easy movement.	





<b>X-ray detector</b>	
Active Detector area : 35 X 43cm or batter	
Time to display image after exposure: No longer than 10 sec	
Pixel matrix : 2800 X 2300 or better	
Pixel pitch : 125 µm or better	
Connection type : Wireless (must) and both wireless/wired option preferred	
<b>X-Ray Detector Stand/ Frame</b>	
Light weight	
-Vertical movements range from 50-150 cm from ground.	
<b>Workstation Laptop</b>	
Display : Minimum 13.5±0.5" color display, 2M pixel	
Software : Remote assistance, diagnostic, training and troubleshooting facility	
RAM : Minimum 8GB	
Hard drive : Minimum 250 GB SSD	
Storage capacity : Minimum 2000 images	
<b>Software feature</b> : Patient registration, Patient data, exposure parameter regulation, viewing, image processing, details enhancement, noise suppression, tissue equalization, available option for different thickness patent	
<b>Store and transfer data</b> : Facility to transfer images to external storage device for backup. Demonstrated integration with AI-powered Computer-Aided Detection (CAD) solutions.	
Compatibility : DICOM 3.0, JPEG and PNG	
<b>PowerSupply</b> : 220V, 50Hz, Single phase Battery recharging time: less than 6 hours (both for generator and detector) Battery backup related to the whole system (generator, detector and work station allow at least 100 chest X-Ray exposures. Alternative energy sources for battery recharge (i.e. solar).	
<b>Total weighty</b> : 33Kg, maximum	
Exposure capacity, fully charged: Minimum 100 exposure	
<b>Accessories:</b> Must be supplied with at least the following accessories: -Transport case/bag for generator, detector, workstation/PC/console -External power system (e.g., solar system) shall be able to charge all electric components of portable X-Ray system.	
<b>Spare parts:</b> List of important spares, consumables and accessories with their parts numbers and costs	
Installation and commissioning : Supplier will install the equipment and validate. Acceptance test shall be performed before full handover approval. Provide training to user on operation and routine maintenance	
<b>Training of users:</b> -Onsite theoretical and practical training on safety, utilization, transportation and maintenance to be delivered (at icddr,b Mohakhali, Dhaka) -Provision of at least one hard copy training materials for each trainee.	



	-Contact details of manufacturer, supplier and details of local service providers to be provided.	
	<b>Country of origin and manufacturer:</b> USA preferable or Tenderer must comply with the guidance of eligible commodities (ADS 312), source and origin (ADS 310), and 22 CFR part 228 Rules on Procurement of Commodities: ( <a href="https://www.usaid.gov/sites/default/files/documents/1876/312.pdf">https://www.usaid.gov/sites/default/files/documents/1876/312.pdf</a> ) ( <a href="https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf">https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf</a> ) ( <a href="https://www.usaid.gov/sites/default/files/documents/1876/312.pdf">https://www.usaid.gov/sites/default/files/documents/1876/312.pdf</a> ) ( <a href="https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf">https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf</a> )	
	<b>Warranty</b> : Minimum three (3) years for the system from the date of installation including parts, consumables, service, labor, shipment cost, personnel transportation, all software's, software patches, up gradation etc.	
	<b>Computer aided TB detection software:</b> In accordance with the World Health Organization (WHO) recommendation that reads "Among individuals aged 15 years and older in populations in which TB screening is recommended, computer-aided detection software programmes may be used in place of human readers for interpreting digital chest X-rays for screening and triage for TB disease", the program aims to utilize computer aided TB detection software in conjunction with the X-ray machines. The software should have CE Mark or US FDA approval or should have approval from authorized regulatory bodies in the country or outside. The AI software should also have demonstrated use in reading and providing an automated and standardized interpretation of digital chest X-Rays based on Artificial intelligence (AI) for TB detection. The products that were part of the relevant WHO technical evaluation or listed as an approved product in Global Drug Facility catalog will be preferred. Perpetual license with unlimited readings for both online and offline use is sought. The offer must include any and all accessories required for performing TB screening offline. The product should be independent of machines. However, it must have demonstrated compatibility testing report with the offered X-ray machine. Ability to capture patient details offline and sync with cloud for details such as risk factors and symptoms would be an advantage. Minimum three years free maintenance support with free of cost version updates as and when released are required.	
	<b>Required Technical Documents:</b> Tenderers will submit the following documents with the technical proposal: 1. Tube voltage accuracy testing certificate 2. Tube current accuracy testing certificate 3. Standard for product performance ISO, IEC certificate according to WHO and IAEA guidance 4. Updated acceptance testing certificate with proper authentication	

## Appendix 2: Response on Tenderer Technical Specifications

**Instruction:** Tenderer shall response in written form "Complied" if it meets technical requirements or "Not Complied" if it meets technical requirements.

**Response Template: Attached**



### **Appendix 3: Response on Tenderer mandatory requirements**

**Instruction:** Tenderer shall response in written form "Complied" if it meets mandatory requirements or "Not Complied" if it meets mandatory requirements.

**Response Template: Attached**

### **Appendix 4. Shipment and Payment**

#### **Schedule No. 1 - Equipment Supplied from Local delivery basis or at CPT Dhaka by Air**

1. Price basis: shall be Local or CPT DAC By Air
2. All prices/rates quoted in the Proposal must be inclusive of any tax or sales tax
3. Delivery: 6 – 8 weeks from the date of issuing the Purchase Order (PO)
4. Mode of payment: Net 30 days for local delivery basis and LC At Sight for CPT Dhaka
5. Payment method: BEFTN/TT/LC
6. Insurance: To be covered by icddr,b (for CPT price)
7. VAT: Price proposal offered in BDT shall be inclusive of VAT





### Manufacturer's Authorisation Letter

*[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its tender, if so indicated in the **TDS as stated under ITT Sub-Clause 29.1(b)**]*

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No:	
To: Name and address of Employer]	

WHEREAS

We *[insert complete name of Manufacturer]*,

who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby

authorize *[insert complete name of Tenderer]* to supply the following Plant and Equipment, manufactured by us *[insert name and or brief description of the Goods]*.

We hereby extend our full guarantee and warranty as stated under GCC Clause 42 of the General Conditions of Contract, with respect to the Goods offered by the above Tenderer.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Address: *[insert full address including Fax and e-mail]*

Title: *[insert title]*

Date: *[insert date of signing]*



## Contract Agreement

THIS AGREEMENT made the [day] day of [month][year] between [name and address of Employer] (hereinafter called "the Employer") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Employer invited Tenders for certain plant and services, viz, [brief description of plant and services] and has accepted a Tender by the Contractor for the supply of those plant and services in the sum of Taka [Contract Price in figures and in words] (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The following documents forming the Contract shall be in the following order of precedence, namely :
  - (a) the signed Form of Contract Agreement;
  - (b) the Notification of Intent
  - (c) The Tender and the appendices to the Tender
  - (d) Particular Conditions of Contract;
  - (e) General Conditions of Contract;
  - (f) Technical Specifications;
  - (g) Technical Response Template
  - (h) Price Schedules of Equipment and;
  - (i) other document including correspondences listed in the PCC forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to provide the plants and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the provision of equipment and installation service and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS whereof the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives in accordance with the laws of Bangladesh on the day, month and year first written above.



Signed by, for and on behalf of the Employer

**For the Employer:**

Signature

Print Name

Title

In the presence  
of Name  
Address

**For the Contractor:**





## Bank Guarantee for Performance Security

*[This is the format for the Performance Security to be issued by an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable in accordance with ITT Sub-Clause 67.1 pursuant to Rule 27(4) of the Public Procurement Rules, 2008.]*

Contract No:

Date:

To:

[Name and address of Employer]

**PERFORMANCE GUARANTEE No:** *[insert Performance Guarantee number]*

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, pursuant to Contract No *[reference number of Contract]* dated *[date of Contract]* (hereinafter called "the Contract") for the supply and installation of *[description of plant and services]* under the Contract.

Furthermore, we understand that, according to your conditions, Contracts must be supported by a performance guarantee.

At the request of the Contractor, we *[name of bank]* hereby irrevocably and unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk. *[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Supplier is in breach of its obligation(s) under the Contract conditions, without you needing to prove or show grounds or reasons for your demand of the sum specified therein.

This guarantee is valid until *[date of validity of guarantee]*, consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

*[Signatures of authorized representatives of the bank]*

Signature

Seal



## Appendix to the Tender

Supply & Installation for Procurement of procurement of Ultra-Portable X-Ray Machines with Artificial Intelligence (AI):  
ITB Ref. Number: icddr,b/SCM/OTM/2023/02/NS-23-1119 Date of Publication: March 16, 2023

### Appendix 1. Specification for the procurement of Ultra-Portable X-Ray Machines with Artificial Intelligence (AI):

	Specification of Portable X-ray system with AI	No. Of Units	Bidder Response
	<b>Purpose of Use:</b> General-purpose portable diagnostic X-Ray system used in a variety of X-Ray imaging applications and support out of hospital infrastructure screening/diagnostic/monitoring interventions, applications and/or campaigns (i.e. "chest X-Ray for pneumonia and/or TB screening/ diagnosis, trauma patient etc.)		
1	<b>Computer aided detection technology with Portable X-ray system to screen and triage TB</b>  <b>Core components are:</b> <ol style="list-style-type: none"> <li>1. X-ray generator</li> <li>2. Generator stand</li> <li>3. X-ray detector</li> <li>4. Detector stand</li> <li>5. Work station with imaging processing software</li> <li>6. Built-in batteries to support X-ray generator, X-ray detector, console laptop and CAD device for on line and offline.</li> <li>7. Carrying bag</li> <li>8. Power bank</li> <li>9. External charger</li> <li>10. Lead apron (0.5 mm lead protection)</li> </ol>	12 Sets	
	<b>X-ray generator</b>		
	Output power : 400W or higher		



Specification of Portable X-ray system with AI	No. Of Units	Bidder Response
Voltage range : 50 to not less than 90 KV		
Maximum current : at least 5mA @ 90KV		
<b>X-Ray tube and collimator</b>		
Anode: Stationary or rotating(better) anode with focal spot size less than 1.3 mm.		
- Heat storage capacity of the anode at least 10,000 HU (preferably higher)		
- Multi leaf collimator with patient centering light. Total filtration 2.5 mm @ 70KV or better		
<b>Exposure Features:</b>		
Exposure time range: 0.04 to at least 0.5 s with steps.		
Exposure capacity: When fully charged at least 100 exposures.		
Preferably: detachable/ replaceable battery.		
<b>X-Ray Generator Stand/Frame</b>		
-Light weight		
-Preferably, Vertical movements range from 50-150 cm from ground.		
-Preferably, with rotation of 90 degrees around vertical axis.		
-Fully counterbalanced for safe and easy movement.		
<b>X-ray detector</b>		
Active Detector area : 35 X 43cm or batter		
Time to display image after exposure: No longer than 10 sec		
Pixel matrix : 2800 X 2300 or better		
Pixel pitch : Not greater than approximately 150 µm.		
Connection type: Wireless (must) and both wireless/wired option preferred		
<b>X-Ray Detector Stand/Frame</b>		
Light weight		
-Vertical movements range from 50-150 cm from ground.		
<b>Workstation Laptop</b>		
Display : Minimum 13.5±0.5" color display, 2M pixel		



	Specification of Portable X-ray system with AI	No. Of Units	Bidder Response
	Software : Remote assistance, diagnostic, training and troubleshooting facility		
	RAM : Minimum 8GB		
	Hard drive : Minimum 250 GB SSD		
	Storage capacity : Minimum 2000 images		
	<b>Software feature</b> : Patient registration, Patient data, exposure parameter regulation, viewing, image processing, details enhancement, noise suppression, tissue equalization, available option for different thickness patent		
	Store and transfer data : Facility to transfer images to external storage device for backup. Demonstrated integration with AI-powered Computer-Aided Detection (CAD) solutions.		
	Compatibility : DICOM 3.0, JPEG and PNG		
	<b>Power Supply</b> : 220V, 50Hz, Single phase Battery recharging time: less than 6 hours (both for generator and detector) Battery back up related to the whole system (generator, detector and work station allow at least 100 chest X-Ray exposures. Alternative energy sources for battery recharge (i.e. solar, .)		
	<b>Total weight</b> : 33Kg, maximum		
	Exposure capacity, fully charged: Minimum 100 exposure		



Specification of Portable X-ray system with AI	No. Of Units	Bidder Response
<b>Accessories:</b> Must be supplied with at least the following accessories: -Transport case/bag for generator, detector, workstation/PC/console -External power system (e.g., solar system) shall be able to charge all electric components of portable X-Ray system.		
<b>Spare parts:</b> List of important spares,consumables and accessories with their parts numbers and costs		
<b>Installation and commissioning :</b> Supplier will install the equipment and validate. Acceptance test shall be performed before full handover approval. Provide training to user on operation and routine maintenance		
<b>Training of users:</b> -Onsite theoretical and practical training on safety, utilization, transportation and maintenance to be delivered.(at Icddr,b Mohakhali,Dhaka) -Provision of at least one hard copy training materials for each trainee. -Contact details of manufacturer, supplier and details of local service providers to be provided.		
<b>Country of origin and manufacturer:</b> USA preferable or Bidder must comply with the guidance of eligible commodities (ADS 312), source and origin (ADS 310), and 22 CFR part 228 Rules on Procurement of Commodities: <a href="https://www.usaid.gov/sites/default/files/documents/1876/312.pdf">https://www.usaid.gov/sites/default/files/documents/1876/312.pdf</a> <a href="https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf">https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf</a>		
<b>Warranty :</b> Minimum three years for the system from the date of installation including parts, consumables, service, labor, shipment cost, personnel transportation, all software's, software patches, up gradation etc		



	Specification of Portable X-ray system with AI	No. Of Units	Bidder Response
	<b>Computer aided TB detection software</b>		
	<p>In accordance with the World Health Organization (WHO) recommendation that reads "Among individuals aged 15 years and older in populations in which TB screening is recommended, computer-aided detection software programmes may be used in place of human readers for interpreting digital chest X-rays for screening and triage for TB disease", the program aims to utilize computer aided TB detection software in conjunction with the X-ray machines. The software should have CE Mark or US FDA approval or should have approval from authorized regulatory bodies in the country or outside. The AI software should also have demonstrated use in reading and providing an automated and standardized interpretation of digital chest X-Rays based on Artificial intelligence (AI) for TB detection. The products that were part of the relevant WHO technical evaluation or listed as an approved product in Global Drug Facility catalog will be preferred. Perpetual license with unlimited readings for both online and offline use is sought. The offer must include any and all accessories required for performing TB screening offline. The product should be independent of machines. However, it must have demonstrated compatibility testing report with the offered X-ray machine. Ability to capture patient details offline and sync with cloud for details such as risk factors and symptoms would be an advantage. Minimum three years free maintenance support with free of cost version updates as and when released are required.</p>		
	<p><b>Mandatory Documents:</b>  Bidders will submit the following documents with the technical proposal:</p> <ol style="list-style-type: none"> <li>1. Tube voltage accuracy testing certificate</li> <li>2. Tube current accuracy testing certificate</li> <li>3. Standard for product performance ISO, IEC certificate according to WHO and IAEA guidance</li> <li>4. Updated acceptance testing certificate with proper authentication</li> </ol>		



Ultra-Portable X-Ray Machines with Artificial Intelligence		
Appendix 2: Response on Tenderer mandatory requirements		
SL. No.	Criteria	Vendor response:
1	Valid Trade License	
2	Updated TIN	
3	Updated BIN/VAT Certificate	
4	If, at any time, the organizations has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract under any fund:	
5	Are listed in the United Nations Security designation list, <a href="http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml">http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml</a>	
6	Legally registered in Bangladesh	
7	Foreign governments or their agents or agencies have a controlling interest on the applicant organization	
8	Quoted all sections in Financial Proposal: (Equipment Cost, Shipping Cost and associated cost):	
9	Engaging Child labor at any occasion:	
11	Manufacturer Authorization Letter:	
12	Warranty : Minimum three years for the system from the date of installation including parts, consumables, service, labor, shipment cost, personnel transportation, all software's, software patches, up gradation etc	
13	Comprehensive service for three years after standard warranty (including Parts, labor and routine maintenance)	
14	Country of origin and manufacturer: USA or Bidder must comply with the guidance of eligible commodities (ADS 312), source and origin (ADS 310), and 22 CFR part 228 Rules on Procurement of Commodities: ( <a href="https://www.usaid.gov/sites/default/files/documents/1876/312.pdf">https://www.usaid.gov/sites/default/files/documents/1876/312.pdf</a> ) ( <a href="https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf">https://pdf.usaid.gov/pdf_docs/PDACQ310.pdf</a> )	
15	Submitted client list with contact reference including proof of document (PO/Contract copy):	
** I declare, all above mentioned information are true and correct.		
Seal & signature of the vendor:		

