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| **International Centre for Diarrhoeal Disease Research, Bangladesh (icddr,b), Mohakhali, Dhaka-1212** |

**Request for Quotation (RFQ) Document (National)**

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| Procurement of Digital Display (TV) and Digital Photographic System (Camera) to be used for presentation, design coordination, construction management and works record purpose of Service Building. |

**Invitation for Tender No:** **icddrb/SB/GoB/RFQ/2020/GD2**

**Issued on: 27 February 2020**

# Guidance Notes on the use of

# The Request for Quotation Document

1. These guidance notes have been prepared by the CPTU to assist a Procuring Entity in the preparation of Quotation document, using the Standard Request for Quotation, SRFQ, for the procurement of low value simple, off-the-self, low value Goods and related services. All concerned are advised to refer to the Public Procurement Rules, 2008 issued to supplement the Public Procurement Act, 2006; available on CPTU’s website: <http://www.cptu.gov.bd/>. Guidance notes are provided for both the Procuring Entity and the Quotationer.

# The procurement under Request for Quotation Method (RFQM) shall follow the provisions pursuant to Rules 69 to 73 of the Public Procurement Rules, 2008 in accordance with Section 32 of the Public Procurement Act, 2006. SRFQ is based upon best national practices that have been adapted to suit the particular needs of procurement.

1. The use of SRFQ (**PG1**) applies when a Procuring Entity intends to select a Quotationer (a Supplier) for the Procurement of Goods and related services under RFQ Method (RFQM) pursuant to Rule 69(3) of the Public Procurement Rules, 2008.

# Pursuant to Rule 71(1) and Rule 71(2) of the Public Procurement Rules, 2008, RFQ shall be invited through letter, Fax and e-mail. RFQ shall not be required to be advertised in the daily newspapers but for the minimum circulation the Procuring Entity shall publish that advertisement in its website (if any), including posting in the Notice Board and, shall send with request for publication to the administrative wing of some other Procuring Entities nearby.

# Pursuant to Rule 71(3) of the Public Procurement Rules, 2008, RFQ Document shall be issued or made available to potential Quotationers ‘free-of-cost’.

1. The time-limit for Request for Quotation shall in no case exceed ten **(10)** days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.

# No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required pursuant to Rule 70(6) of the Public Procurement Rules, 2008.

# Submission, Opening and Evaluation of the Quotations shall respectively be dealt with pursuant to Rule 72(1), Rule 72(2) and Rule 73(1) of the Public Procurement Rules, 2008 as specified in RFQ.

1. The criteria for evaluation, pursuant to Rule 70(4) of the Public Procurement Rules, 2008, shall be pre-disclosed.
2. Pursuant to Rule 69(5) of the Public Procurement Rules, 2008 the Quotation for standard off-the-shelf low value readily available Goods and related services shall usually be on **‘Unit-Rate’** basis.
3. The specifications of Goods and related services shall be framed pursuant to Rule 29 of the Public Procurement Rules, 2008.
4. Splitting the object of Procurement is not permissible pursuant to Rule 69(4) (ka) of the Public Procurement Rules, 2008.
5. The Procuring Entity shall issue the Purchase Order, pursuant to Rule 73(5) of the Public Procurement Rules, 2008, to the successful Quotationer following recommendations of the Evaluation Committee and approval thereupon of the Approving Authority.
6. The Warranty Period shall be mention in Technical Specification.
7. The Procuring Entity shall further be required to maintain the record of procurement proceedings pursuant to Rule 43 of thePublic Procurement Rules, 2008.

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**REQUEST FOR QUOTATION**

For

# Procurement of Digital Display (TV) and Digital Photographic System (Camera) to be used for presentation, design coordination, construction management and works record purpose of Service Building.

# RFQ No: GD2 Date: 27 February 2020

To

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1. The icddr,b has been allocated public funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
2. Detailed Specifications and, Design & Drawings for the intended Goods and related services shall be available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
3. Quotation shall be prepared and submitted using the ’Quotation Document’.

1. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in **Para 6** below.
2. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and delivery of the Goods (if awarded) respectively.
3. Quotation in a sealed envelope or by fax or through electronic mail shall be submitted to the office of the undersigned **on or before** **05 March 2020** at 12:30 pm. The envelope containing the Quotation must be clearly marked “Quotation for Display (TV) and Digital Photographic System (Camera) and **DO NOT OPEN** before **05 March 2020** at 12:30 am. Quotations received later than the time specified herein shall not be accepted.
4. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in **Para 6** above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
5. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days pursuant to Rule 71 (4) of the Public Procurement Rules, 2008.
6. All Quotations must be valid for a period of at least **30 days** from the closing date of the Quotation.
7. No public opening of Quotations received by the closing date shall be held.
8. Quotationer’s rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
9. Rates shall be quoted and, subsequent payments under this Contract shall be made in Taka currency. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.
10. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid **Trade License**, **Tax Identification Number (TIN),** **VAT Registration Number** and **Financial Solvency Certificate** from any scheduled Bank; without which the Quotation may be considered non-responsive**.**
11. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract. Evaluation of the required products will be evaluated by “Unit rate” basis.
12. In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
13. The supply of Goods and related services shall be completed within **10** days from the date of issuing the Purchase Order.
14. The Purchase Order that constitutes the Contract binding upon the Supplier and the Procuring Entity shall be issued within **10** days of receipt of approval from the Approving Authority.
15. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

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Mr. Mohammod Noushad Chowdhury

Director,

Supply Chain and Facilities Management

Support Services

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e-mail : [mohammod.chowdhury @icddrb.org](mailto:mohammod.chowdhury%20@icddrb.org)/ aljaber.hirok@icddrb.org

**Distribution:**

1. icddr,b notice board
2. icddr,b Supply Chain notice board.
3. <http://www.icddrb.org/work-with-us/tender-notices>
4. Office File.

## Quotation Submission Letter

**[Use Letter-head Pad]**

RFQ No:\_\_\_\_\_GD2\_\_\_\_\_\_\_\_ Date: ……March 2020

To:

Mr. Mohammod Noushad Chowdhury

Director,

Supply Chain and Facilities Management

Support Services

icddr,b ; Mohakhali, Dhaka-1212.

Phone +880-2-9827001-10 Ext-3105/4402

E-mail : [mohammod.chowdhury @icddrb.org](mailto:mohammod.chowdhury%20@icddrb.org)/ aljaber.hirok@icddrb.org

I/We, the undersigned, offer to supply in conformity with the Terms and Conditions for delivery of the Goods and related services named Desktop Computer, A1 Printer, Wireless Access point, HDD and other Accessories

The total Price of my/our Quotation is BDT [insert amount both in figure and words]

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para 21(b) of the Terms and Conditions and pledge not to indulge in such practices in competing for or completion of delivery of Goods.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that the Purchase Order issued by you shall constitute the Contract and will be binding upon me/us.

I/We have examined and have no reservations to the RFQ Document issued by you on [insert date]

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.

|  |
| --- |
|  |
| Signature of Quotationer with Seal |
| Date: |

**Price Schedule for Goods and Related Services**

**RFQ NO.\_\_\_GD2\_\_\_\_\_\_ Date: March 2018**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sl  no | Item  no | Description of Items | Unit  of  Measurement | | Quantity | Unit  Rate or Price | | Total Amount | Destination for Delivery of Goods |
| In figure | In words | In figure  In words |
| ***1*** | ***2*** | ***3*** | ***4*** | | ***5*** | ***6*** | ***7*** | ***8*** | ***9*** |
| 01 |  | Digital Display (TV) | Set | | 01 |  |  |  | icddr,b, Mohakhali,  Dhaka-1212 |
| 02 | Digital Photographic System (Camera) | Set | | 01 |  |  |  |
|  |  |  |  | |  |  |  |  |  |
| **Total Amount for Supply of Goods and related services**  **(inclusive of VAT and all applicable taxes; *see Note 2 below*)** | | | | | | | In figure |  |  |
| In words |  |  |
| Goods to be supplied to | | | | icddr,b, Mohakhali, Dhaka-1212 | | | | | |
| Total Amount in  Taka (in words) | | | |  | | | | | |
| Delivery Offered | | | | **10 days from date of issuing the Purchase Order** | | | | | |
| Warranty Provided | | | | **Mention in Technical Specification** | | | | | |

# [insert number] number corrections made by me/us have been duly initialed in this Price Schedule. My/Our Offer is valid until 05/04/2020.

|  |  |
| --- | --- |
| **Signature of Quotationer with Seal** | Date: dd/mm/yy |
| Name of Quotationer |

**Note:**

1. **Col. 1, 2, 3, 4, 5 and 9 to be filled in by the Procuring Entity and Col. 6, 7 & 8 by the Quotationer.**
2. **Rates or Prices shall include profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges earlier paid or to be paid under the Applicable Law, if the Contract is awarded; including transportation, insurance etc. whatsoever up to the point of delivery of Goods and related services in all respects to the satisfaction of the Procuring Entity.**

**Technical Specification of the Goods Required**

**(1)** **Digital Display (TV)**

| **Description of Items** | **Full Technical Specification and Standards (icddr,b)** | **To be filled by Supplier/Vendors** | **Remarks** |
| --- | --- | --- | --- |
| 1 | 2 | 3 | 4 |
| Brand | Internationally reputed Brand mentioned by the bidder |  |  |
| Model | To be mentioned by the bidder |  |  |
| Country of origin | To be mentioned by the bidder |  |  |
| Country of Manufacture/ Country of Assemble/Shipment | To be mentioned by the bidder |  |  |
| Display Type | LCD 4K X-Reality™ PRO BACKLIGHT TYPE: Edge LED |  |  |
| Screen Size | Minimum 65" |  |  |
| Resolution | 3840x2160 |  |  |
| Audio Output | 10W+10W |  |  |
| Speaker System | Bass Reflex Speaker |  |  |
| Dimension (L x W x H) | DIMENSION OF TV WITHOUT STAND (W X H X D): Approx. 1454x840x44 mm DIMENSION OF TV WITH STAND (W X H X D): Approx. 1454x905x266 mm |  |  |
| Weight | WEIGHT OF TV WITHOUT STAND: Approx. 20.9 Kg WEIGHT OF TV WITH STAND: Approx. 22 Kg |  |  |
| **Connectivity** | **10m HDMI cable (Should be included)** |  |  |
| Bluetooth | Optional |  |  |
| HDMI | 3 (2Side/1Rear) |  |  |
| USB | USB PORTS: 3 (Side), USB HDD RECORDING: No, USB DRIVE FORMAT SUPPORT: FAT16/FAT32/NTFS USB PLAYBACK CODECS |  |  |
| Wi-Fi | Wi-Fi Certified 802.11b/g/n |  |  |
| Power Supply | 50/60Hz, AC 110-240V |  |  |
| Remote Control | Yes |  |  |
| Manufacture Warranty | 1 Year Official Warranty (Minimum) |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**(1)** **Digital Photographic System (Camera)**

| **Description of Items** | **Full Technical Specification and Standards (icddr,b)** | **To be filled by Supplier/Vendors** | **Remarks** |
| --- | --- | --- | --- |
| 1 | 2 | 3 | 4 |
| Brand | Internationally reputed Brand mentioned by the bidder |  |  |
| Model | To be mentioned by the bidder |  |  |
| Country of origin | To be mentioned by the bidder |  |  |
| Country of Manufacture/ Country of Assemble/Shipment | To be mentioned by the bidder |  |  |
| Depth | 1.9 in |  |  |
| Sensor Resolution | 24.2 Megapixel |  |  |
| Enclosure Material | magnesium alloy |  |  |
| Optical Sensor Type | Exmor CMOS |  |  |
| Total Pixels | 25000000 pixels |  |  |
| Effective Sensor Resolution | 24200000 pixels |  |  |
| Optical Sensor Size | APS-C (15.6 x 23.5 mm) |  |  |
| Field of View Crop Factor | 1.5 |  |  |
| Sensor Dust Reduction | Yes |  |  |
| Sensor Features | Anti-Dust coating, Dust Reduction (image sensor vibration) |  |  |
| Digital Zoom | 4 x |  |  |
| Image Processor | BIONZ X |  |  |
| System | TTL contrast and phase detection |  |  |
| Auto Focus Points (Zones) Qty | 425 |  |  |
| AE/AF Control | Eye detection AF, Predictive AI Servo AF |  |  |
| Face Detection Details | Face Recognition, Smile Shutter, eye Detect AF |  |  |
| Digital Video Format | AVCHD, H.264, XAVC S |  |  |
| Image Recording Format | JPEG, RAW, RAW + JPEG |  |  |
| Max Video Resolution | 3840 x 2160 |  |  |
| Interfaces Provided | HDMI, USB 2.0 |  |  |
| Manufacturer | Sony |  |  |
| CAMERA FLASH |  |  |  |
| Type | pop-up flash |  |  |
| Guide Number (m / ISO 100) | 6 |  |  |
| Red Eye Reduction | Yes |  |  |
| Features | AF illuminator, flash +/- compensation, wireless off-camera control |  |  |
| EXPOSURE & WHITE BALANCE |  |  |  |
| Light Sensitivity | ISO 100-51200, ISO auto |  |  |
| Exposure Metering Zones | 1200 |  |  |
| Exposure Modes | aperture-priority, automatic, bulb, manual, program, shutter-priority |  |  |
| Shooting Programs | anti-motion blur, handheld twilight, landscape, macro, night portrait, night scene, portrait mode, sports mode, sunset |  |  |
| Special Effects | Autumn Leaves, Black & White, Clear, Deep, HDR Painting, High contrast monochrome, Illustration, Landscape, Light, Miniature, Neutral, Night Scene, Pop Color, Portrait, Posterization, Retro, Rich-tone monochrome, Sepia, Soft Focus, Soft High-key, Sunset, Toy camera, Vivid, Water Color, partial color |  |  |
| White Balance | automatic, custom, presets |  |  |
| White Balance Presets | 2500K - 9900K, cloudy, daylight, flash, fluorescent light (cool white), fluorescent light (daylight white), fluorescent light (daylight), fluorescent light (warm white), incandescent, shade |  |  |
| Max Shutter Speed | 1/4000 sec |  |  |
| Min Shutter Speed | 30 sec |  |  |
| Exposure Compensation | ±5 EV range, in 1/2 or 1/3 EV steps |  |  |
| Auto Exposure Bracketing | 3, 5 steps in 1/3, 1/2, 2/3, 1, 2 or 3 EV steps, 9 steps in 1/3, 1/2, 2/3 or 1 EV steps |  |  |
| White Balance Bracketing | Yes |  |  |
| X-sync Speed | 1/160 sec |  |  |
| Exposure Range | EV -2-20 (ISO 100) |  |  |
| ENVIRONMENTAL PARAMETERS |  |  |  |
| Min Operating Temperature | 32 °F |  |  |
| Max Operating Temperature | 104 °F |  |  |
| MISCELLANEOUS |  |  |  |
| Protection | dust-resistant, moisture-resistant |  |  |
| Included Accessories | body cap, dust cap, eyepiece cover, lens cap, micro-USB cable, shoe cap, shoulder strap, 128 GB Memory card |  |  |
| LENS SYSTEM |  |  |  |
| Optical Zoom | 7.5 x |  |  |
| Lens Series | E OSS |  |  |
| Special Functions | zoom |  |  |
| Lens Aperture | f/3.5-5.6 |  |  |
| Min Focal Length | 18 mm |  |  |
| Max Focal Length | 135 mm |  |  |
| Focal Length Equivalent to 35mm Camera | 27 m |  |  |
| Min Focus Distance | 17.7 in |  |  |
| Focus Adjustment | automatic, manual |  |  |
| Zoom Adjustment | manual (by ring) |  |  |
| Max View Angle | 76 degrees |  |  |
| Filter Size | 55 mm |  |  |
| Lens Included | E 16-50mm OSS lens |  |  |
| Features | ED glass, aspherical lens, linear AF motor |  |  |
| VIEWFINDER |  |  |  |
| Viewfinder Type | OLED |  |  |
| Viewfinder Color Support | color |  |  |
| Viewfinder Diagonal Size | 0.39 in |  |  |
| Viewfinder Resolution | 2359296 pixels |  |  |
| Viewfinder Type | Electronic - OLED |  |  |
| SHUTTER |  |  |  |
| Max Shutter Speed | 1/4000 sec |  |  |
| Min Shutter Speed | 30 sec |  |  |
| X-sync Speed | 1/160 sec |  |  |
| MICROPHONE |  |  |  |
| Microphone Operation Mode | stereo |  |  |
| BATTERY |  |  |  |
| Technology | lithium ion |  |  |
| Battery Type | Sony NP-FW50 lithium ion - manufacturer-specific |  |  |
| DIMENSIONS & WEIGHT DETAILS |  |  |  |
| Details | camera body only, camera with battery and memory card |  |  |
| Weight | 12.7 oz, 16.4 oz |  |  |
| EXPOSURE PARAMETERS |  |  |  |
| Exposure Metering | center-weighted, multi-segment, spot |  |  |
| Exposure Metering Zones | 1200 |  |  |
| Exposure Compensation | ±5 EV range, in 1/2 or 1/3 EV steps |  |  |
| Exposure Modes | aperture-priority, automatic, bulb, manual, program, shutter-priority |  |  |
| Auto Exposure Bracketing | 3, 5 steps in 1/3, 1/2, 2/3, 1, 2 or 3 EV steps, 9 steps in 1/3, 1/2, 2/3 or 1 EV steps |  |  |
| Shooting Programs | anti-motion blur, handheld twilight, landscape, macro, night portrait, night scene, portrait mode, sports mode, sunset |  |  |
| Bracketing Modes | Dynamic Range Bracketing, Flash Exposure Bracketing, white balance bracketing |  |  |
| EXPOSURE RANGE |  |  |  |
| Light Metering Range | EV -2-20 |  |  |
| Sensitivity | ISO 100 |  |  |
| Warranty | 1 year Official Limited Warranty |  |  |

I/We declare to supply Goods and related services offered by me/us fully in compliance with the Technical Specifications and Standards mentioned hereinabove

|  |  |
| --- | --- |
| **Signature of Quotationer with Seal** | Date: dd/mm/yy |
| Name of Quotationer |

**Note:**

1. **Specifications are to be filled in by the Procuring Entity. A set of precise and clear specifications is a pre-requisite for Quotations to respond realistically and competitively to the requirements of the Procuring Entity. In the context of competitive Quotations, the specifications shall be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the Goods and related services to be procured. The specifications should require that all items, materials and accessories to be included or incorporated in the Goods be new, unused and of most recent or current models, and that they include or incorporate all recent improvements in design and materials.**
2. **Technical Specifications of the Goods and related services shall be in compliance with the requirements of the Procuring Entity specified in this document. Quotationer is required to mention make / model (as applicable) of the Goods offered and must attach the appropriate original printed (if not available copied) literature / brochures for the listed items.**

**International Centre for Diarrhoeal Disease Research, Bangladesh (icddr,b), Mohakhali, Dhaka-1212**

**PURCHASE ORDER FOR THE SUPPLY OF GOODS (Not Applicable)**

[insert name of the supplies in brief]

**Purchase Order (PO) No.\_\_\_\_\_\_\_\_\_\_\_ Date: dd/mm/yy**

**Notes: Follow icddr,b ERP Format For PO**

|  |  |
| --- | --- |
| **RFQ No:\_\_\_\_\_\_\_GD2\_\_\_\_\_\_\_\_\_** | **Date: dd/mm/yy** |
| **To:**  **[name and address of the Supplier]** |  |
| **Delivery Date: [insert completion date]** | **Order Value:TK. [insert Contract Price]** |
| **Delivery: As per Terms and Conditions** | |

The Purchaser has accepted your Quotation dated **[insert date]** for the supply of Goods and related services as listed below and requests that you supply the Goods and related services within the delivery date stated above, in the quantities and units in conformity with the Technical Specifications under the Terms and Conditions as annexed.

|  |
| --- |
| **ORDER ITEMS** |
| Attached Certified photocopy of approved Priced Schedule for Goods and related services  Attached Certified photocopy of approved Technical Specification of the Goods Required  Attached Certified photocopy of Terms and Conditions |
| For the Purchaser:  Signature of the Procuring Entity with name and Designation |
| Date |

**Attachments**: As stated above

# 

# Terms and Conditions

# for

# Supply of Goods and Payment

1. Terms and Conditions contained herein shall be binding upon both the Procuring Entity and the Supplier for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Terms and Conditions shall, in general, be under the purview of the Public Procurement Act, 2006 and the Public Procurement Rules, 2008.
3. The Supplier shall have to complete the delivery in all respects within **10** days of issuing the Purchase Order in conformity with the Terms and Conditions**.**
4. The Supplier shall be entitled to an extension of the Delivery Schedule if the Procuring Entity delays in receiving the Goods and related services or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
5. All delivery under the Contract shall at all times be open to examination, inspection, measurements, testing, commissioning, and supervision of the Procuring Entity or his/her authorized representative.
6. The Procuring Entity shall check and verify the delivery made by the Supplier in conformity with the Technical Specifications and notify the Supplier of any Defects found.
7. If the Goods are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the supplies by giving due notice to the Supplier, with reasons.
8. The Supplier shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
9. Notwithstanding any other practice, the payment shall be based on the actual delivery of goods on the basis of the quantity of each item of Goods in accordance with the Priced Schedule and Specifications. 100% of the Contract price of the Goods and related services shall be paid after submission and acceptance of the Delivery Chalan.
10. The Supplier’s rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
11. The total Contract Price is BDT **[insert figure]** **[in words].**
12. The minimum Warranty Period of the Supplies shall be **[insert months; state none if not applicable]** starting from the date of completion of delivery in the form of submission by the Supplier and acceptance by the Procuring Entity, of the Delivery Chalan.
13. The Supplier shall remain liable to fulfil the obligations pursuant to Rule 40 (5) of the Public Procurement Rules, 2008.
14. The Supplier shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering the Goods and related services .
15. Any claim arising out of delivery of Goods and related services shall be settled by the Supplier at his/her own cost and responsibility.
16. Damage to the Goods during the Warranty Period shall be remedied by the Supplier at the Supplier’s own cost, if the damage arises from the supply and installation by the Supplier.
17. No modification to Scope of Supply and no Variations to the quantities ordered shall be permissible under any circumstances.
18. **The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Terms and Conditions in line with Rules, where necessary.**
19. The Procuring Entity may, by written Notice sent to the Supplier, terminate the Contract in whole or in part at any time, if the Supplier:
    1. fails to deliver Goods and related services as per Delivery Schedule and Specifications.
    2. in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in delivery of goods and related services.
    3. fails to perform any other obligation(s) under the Contract.
20. The Procuring Entity 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.
21. The Supplier shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.

|  |  |
| --- | --- |
| **For the Purchaser:**  Signature of the Procuring Entity with name and Designation | **For the Supplier:**  Signature of the Supplier with name Designation |
| Date | Date |