



BIDDING DOCUMENTS
FOR
SUPPLY, INSTALLATION AND COMMISSIONING OF 750KV DIESEL
GENERATOR SET FOR ICDDR,B DHAKA SUB-STATION.

OPEN TENDER METHOD (INTERNATIONAL)

Procuring Entity: INTERNATIONAL CENTRE FOR DIARRHOEAL DISEASE
RESEARCH, BANGLADESH (icddr,b), MOHAKHALI, DHAKA-1212, BANGLADESH.

Invitation for Tender No: ITB No. icddr,b/SCM/OTM(i)/2018/25 dated 25th September 2018

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INVITATION TO BID (ITB)

ITB No. ITB No. icddr,b/SCM/OTM(i)/2018/25 dated 25th September 2018

For Supply, Installation and Commissioning of 750KV Power Generator for icddr,b Dhaka Sub-station.

LETTER OF INVITATION

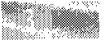
Dear Sir/Madam,

- icddr,b is seeking qualified Bids for the For Supply, Installation and Commissioning of 750KVA Diesel Generator set (Automatic Start, Auto Synch; Soundproof) for icddr,b Dhaka campus. Your company is hereby invited to submit your best Technical and Financial Bids for the requested Power Generator.
- To enable your company to submit a Bid, please read the following sections carefully:

Bid Document Contents

SECTION I. INSTRUCTIONS TO BIDDERS	4
SECTION II. BID DATA SHEET	20
SECTION III. GENERAL CONDITIONS OF CONTRACT	24
SECTION IV. SPECIAL CONDITIONS OF CONTRACT	33
SECTION V. BIDS AND CONTRACT FORMS	37
1. Bid Form	39
2. Price Schedule for Goods Offered (Supply, Installation & Commissioning)	41
Price Schedule for Goods Offered (Supply, Installation & Commissioning) ...	42
3. Form of Contract Agreement.....	43
4. Performance Security Bank Guarantee	44
5. Manufacturer's Authorization Form	45
6. Specifications submission and compliance sheet	47
SECTION VI : SCHEDULE OF REQUIREMENTS.....	50
SECTION VII. TECHNICAL SPECIFICATIONS.....	51

- The Bid process will be conducted through a **One Stage Two-envelope system**. Interested Bidders are requested to submit their **Technical Bid *separately* from their Financial Bid** containing price information. Bidders are requested to carefully read **Section I – Instructions to Bidders** where detailed instructions of the submission process are provided. It is the Bidder's responsibility to assure compliance with the submission process. If the documentation or emails are not marked / submitted 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 might result in bid being declared invalid.
- Any questions relating to the Bid process and/or to the attached documents shall be sent to: Sr. Manager, Procurement at supplychain@icddrb.org within 27th September 2018 COB. Issues will be discussed in the pre-bid session on 1st October 2018 at 3:00 PM and responses will be given by 3rd October 2018 if anything to clarify.



6. All documentation relating to the bid must be received by icddr,b no later than **15th October 2018 2:30 BST time** (GMT6+) in IPH Building, icddr,b, Mohakhali, Dhaka. icddr,b will not accept bids after the closing deadline and as such no late bids will be accepted or recorded. **Combined technical and financial bid will be rejected.** Price proposal will be open only for those bidders who will technically qualified. Please note, after submission; all bid documents will be the property of icddr,b.
7. The purchaser (icddr,b) is a VAT and tax exempted organization for International Procurement. Bidder may quote in CPT/CFR mode in foreign currency for the equipment supply. Local commissioning and AMC may be quoted in local currency.
8. Bid document will be available in the icddr,b website (<http://www.icddrb.org/work-with-us/tender-notice>) and the responses for the received query will be circulated via email to all pre-bid participants.
9. icddr,b looks forward to receiving your Bid and thank you in advance for your interest in icddr,b procurement opportunities. This letter is not to be construed in any way as an offer to contract with your company/institution.

Yours sincerely,

Sr. Manager, Procurement
icddr,b



SECTION I. INSTRUCTIONS TO BIDDERS

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A. INTRODUCTION

1. **Scope of Bid**
 - 1.1 The Purchaser, as specified in the **Bid Data Sheet** and in the Special Conditions of Contract (SCC), invites bids for the supply of Goods as specified in the **Bid Data Sheet** described in the Schedule of Requirements.
 - 1.2 The name and the identification no. of the Bid is stated in the **Bid Data Sheet**.
2. **Source of Funds**
 - 2.1 The Purchaser named in the **Bid Data Sheet** has received a grant from icddr,b core fund toward the cost of the Project named in the **Bid Data Sheet**. The Purchaser intends to apply a part of the proceeds of this grant to eligible payments under the Contract for which these bidding documents are issued.
3. **Corrupt, Fraudulent, Collusive or Coercive Practices**
 - 3.1 The Purchaser requires that bidders, suppliers, contractors, and consultants under icddr,b core fund financed contracts observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Purchaser:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Procuring Entity 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 a Procuring Entity in connection with a Procurement proceeding or contract execution;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
 - (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, that is designed to arbitrarily reduce the number of Bids submitted or fix Bid prices at artificial, non-competitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition; or
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Bids.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - (c) will cancel the portion of the grant allocated to a contract if it determines at any time that representatives of the Purchaser or of a beneficiary of the grant engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the purchaser having taken timely and appropriate action satisfactory to icddr,b core fund to remedy the situation;
 - (d) will sanction a firm or individual, including declaring them ineligible,

- either indefinitely or for a stated period of time, to be awarded a icddr,b core fund financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a icddr,b core fund-financed contract; and
- (e) will have the right to require that a provision be included in Bidding Documents and in contracts financed by icddr,b core fund, requiring bidders, suppliers, contractors and consultants to permit icddr,b core fund to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by icddr,b core fund.
- 3.2 Furthermore, bidders shall be aware of the provision stated in **Sub-Clauses 4.4 of ITB and 23.1** of the General Conditions of Contract.
- 4. Eligible Bidders**
- 4.1 Except as provided in ITB Sub-Clauses 4.2 and 4.3, this bidding process is open to all representatives of OEM having their manufacturing unit in USA/UK.
- 4.2 Firms of a member country may be excluded from bidding if:
- (a) either: (i) as a matter of law or official regulation, the Purchaser's country prohibits commercial relations with that country, or (ii) the Purchaser's country prohibits any import of Goods from that country or any payments to persons or entities in that country.
- (b) a firm has been engaged by the Purchaser that has been duly authorized to act on behalf of the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods described in these Bidding Documents.
- 4.3 Pursuant to ITB Sub-Clause 14.1, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.
- 4.4 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser.
- 4.5 Bidders and all parties constituting the Bidder shall not have a conflict of interest pursuant to :
- Any staff of icddr,b who would have an interest, directly or indirectly, in a firm or individual that would bid against a tender notice issued by icddr,b must declare any relevant relationship with that firm or individual and consequently not participate in the ensuing proceedings.
 - All icddr,b employees or contractors involved in any procurement activity are required to declare any material personal interest which may, or may be seen to affect their impartiality or judgement in respect to their involvement in the procurement process. Examples include close family members employed by a supplier or who have ownership in a company.
 - An individual or a firm or its associates or affiliates, which would be involved in preparation of specifications for a particular tender, will not be eligible to participate in the ensuing procurement.
 - Neither consultants (including their personnel and sub-consultants) nor any of their affiliates will be hired for any assignment that, by its nature, will be in conflict with another assignment of the consultants. (E.g. consultants hired to prepare the engineering design for an infrastructure project would not be engaged to

SECTION I. INSTRUCTIONS TO BIDDERS

- prepare an independent assessment for the same project.) .
- 4.6 Bidders 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 ITB Sub Clause 3.1.a
- 4.7 Bidders 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.
- 4.8 Bidders 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. In the case of foreign Bidders, a certificate of competent authority in that country of which the Bidder is citizen shall be provided.
- 5. Eligible Goods and Services**
- 5.1 Funds from grant are disbursed only on account of expenditures for Goods and Services, provided by nationals of, and produced in or supplied from, eligible source countries specified in **Bid Data Sheet**.
- 5.2 For purposes of this clause, the nationality of the bidder is distinct from the country from where the Goods and Services are supplied.
- 5.3 For purposes of this clause, (a) the term "Goods" includes any Goods that are the subject of this Invitation for Bids and (b) the term "Services" includes related services such as Installation, commissioning, insurance and training.
- 6. Documents Establishing Eligibility of Goods and Services and Conformity to Bidding Documents**
- 6.1 Pursuant to ITB Clause 14, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the eligibility of the required product & services to be supplied under the Contract.
- 6.2 The documentary evidence of the eligibility of the Goods and Services shall consist of a statement in the Price Schedule of the country of origin of the Goods and Services offered that shall be confirmed by a certificate of origin issued at the time of shipment.
- 6.3 The documentary evidence of conformity of the goods and services to the Bidding Documents may be in the form of literature, drawings, and data and shall consist of:
- (a) a detailed description of the essential technical and performance characteristics of the Goods;
- (b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications;
- (c) any other procurement specific documentation requirement as stated in the **Bid Data Sheet**.
- 6.4 For purposes of the commentary to be furnished pursuant to ITB Clause 6.3 (b) above, the Bidder shall note that technical specification, standards as well as references designated by the Purchaser in its Technical Specifications are intended to be followed.
- 7. Qualifications of the Bidder**
- 7.1 The Bidder shall provide documentary evidence to establish to the Purchaser's satisfaction that:
- a) the Bidder has the financial, technical, and production capability

necessary to perform the Contract, meets the qualification criteria specified in the **Bid Data Sheet**, and has a successful performance history in accordance with criteria specified in the **Bid Data Sheet**.

- b) in the case of a Bidder who is not doing business directly within the Purchaser's country (or for other reasons will not itself carry out service/maintenance obligations), the Bidder is or will be (if awarded the Contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's installation, commissioning & service obligations prescribed in the Conditions of Contract and/or Technical Specifications.

8. Cost of Bidding

- 8.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.



B. THE BIDDING DOCUMENT

9. **Content of Bidding Documents** 9.1 The Bidding Documents are those stated below and should be read in conjunction with any addendum issued in accordance with ITB Clause 11.
- SECTION I. INSTRUCTIONS TO BIDDERS
SECTION II. BID DATA SHEET
SECTION III. GENERAL CONDITIONS OF CONTRACT
SECTION IV. SPECIAL CONDITIONS OF CONTRACT
SECTION V. BIDS AND CONTRACT FORMS
SECTION VI. SCHEDULE OF REQUIREMENT
SECTION VII. TECHNICAL SPECIFICATION OF 750KVA DIESEL GENERATOR
SECTION VIII. ANNEXURES
- 9.2 **The Purchaser shall reject a bid if technical and financial document is not submitted in a separate envelope.**
- 9.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Documents as well as addendum to Bid Documents.
10. **Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the **Purchaser** in writing or by e-mail at the **Purchaser's address indicated in the Bid Data Sheet**. The **Purchaser will respond in writing to any request for clarification received**.
- 10.2 A purchaser is not obliged to answer any clarification received after that date requested under ITB Sub-clause 10.1.
- 10.3 The purchaser will respond in writing within three (3) working days of receipt of any such request for clarification received under ITB sub-clause 10.1.
- 10.4 Copies of the Purchaser's response shall be sent to all prospective Bidders including a description of the inquiry but without identifying its source.
- 10.5 To clarify issues and to answer questions on any matter arising in the Bid Document, the Purchaser may, if stated in the **Bid Data Sheet**, hold a **Pre-Bid Meeting** at the place, date and time as specified in the **Bid Data Sheet**. All Potential Bidders are encouraged to attend the meeting, if it is held.
- 10.6 Non-attendance at the Pre-Bid meeting will not be a cause for disqualification of a Bidder.
11. **Addendum to Bidding Documents** 11.1 At any time prior to the deadline for submission of bids, the **Purchaser** may amend the Bidding Documents by issuing Addenda.
- 11.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to ITB Sub-Clause 10.1 and shall be communicated in writing and/or to all purchasers of the Bidding Documents and will be binding on them. It will be assumed that the information contained in the amendment will have been taken into account by the Bidder in its bid.
- 11.3 To give prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the **Purchaser may extend**, at its discretion, the deadline for submission of bids, in which

case, the purchaser will notify all Bidders in writing of the extended deadline pursuant to the ITB sub-clause 22.2.

C. PREPARATION OF BIDS

12. **Language of Bid** 12.1 The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the **Bid Data Sheet**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet**, in which case, for purposes of interpretation of the Bid, the translation shall govern.
13. **Documents Constituting the Bid** 13.1 The bid submitted by the Bidder shall comprise the following:
- a) A copy of the bid document duly sealed and signed by the bidder including all addendums (if any).
 - b) Authorization Letter from original manufacturer when local agent/distributor will submit the bid on behalf of the manufacturer. as mentioned in the **Bid Data Sheet**;
 - c) The completed **Specifications Submission and Compliance Sheet** as furnished in Section V: Bid and Contract Forms as stated under ITB Sub-Clause 6.3;
 - d) A **certificate** issued by the competent authority stating that the Bidder is a Tax payer having **valid Tax Identification Number (TIN) and VAT registration number** or in lieu any other document acceptable to the Purchaser demonstrating that the Bidder is a genuine Tax payer and has a VAT registration number as a proof of fulfillment of taxation obligations as stated under ITB Clause 4. In the case of foreign Bidders, a certificate of competent authority in that country of which the Bidder is citizen shall be provided;
 - e) The **country of origin** declarations, to establish the eligibility of the Goods and Related Services as stated under ITB Clause 6, in the Price Schedule for Goods and Related Services furnished in Section V: Bid and Contract Forms
 - f) **documentary evidence establishing to the Purchaser's satisfaction**, and in accordance with ITB Clause 7 that the Bidder is qualified to perform the Contract if its bid is accepted.
 - g) any other documentation as requested in the **Bid Data Sheet and any other sections of the bid document**.
 - h) Duly filled-in **Bid Form and Price Schedule**, in accordance with the forms indicated in Section V; **Bid form and price schedule shall be part of financial proposal and shall be attached in Financial Envelope**.
14. **Bid Form** 14.1 The Bidder shall complete the Bid Form and the Price Schedule furnished in the Bidding Documents, indicating the Goods to be supplied, a brief description of the Goods, their country of origin, quantity, and prices and shall be included the same in Financial envelope.
15. **Bid Prices** 15.1 Prices shall be quoted as specified in each Price Schedule included in

SECTION I. INSTRUCTIONS TO BIDDERS

Section V, Bid and Contract Forms. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country except Israel.

15.2 Prices shall be entered in the following manner:

- a) For Goods manufactured outside the Purchaser's Country, to be imported:
 - the price of the Goods, quoted CFR/CPT named place of destination (Governed by ICC Intotems 2010), in the Purchaser's Country as specified in the **Bid Data Sheet**;
- b) The bidder offering the goods manufactured outside the Purchaser's Country, to be imported, must deploy a local agent / distributor for undertaking the logistic services (storage, distribution, transportation).

15.3 Unless otherwise specified in the **Bid Data Sheet**, prices quoted by the Bidder shall be **fixed** as specified in Price Schedule during the Bidder's performance of the Contract and not subject to variation on any account. **A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to ITB Clause 31.**

- 16. Currencies of Bid**
- 16.1 Prices shall be quoted in the following currencies:
- (a) Supply of the equipment may be quoted in foreign currency. icddr,b is exempted from paying duty/tax/vat for international procurement so we can accept price quote in CPT/CFR mode.
 - (b) Installation, commissioning & AMC cost may be quoted in local currency.
- 17. Validity Period of Bids**
- 17.1 Bids shall remain valid for the period stipulated in the **Bid Data Sheet** after the date of bid submission specified in ITB Clause 22. **A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.**
- 17.2 In justified exceptional circumstances, prior to expiry of the original bid validity period, the Purchaser may request **not later than ten (10) days** before the expiry date of the bid validity, compulsorily all the Bidders' consent to an extension of the period of validity of their Bids. The request and the responses thereto shall be made in writing.
- 17.3 Bidders consenting in writing to the request made by the Purchaser under ITB Sub-Clause 17.2 shall also correspondingly extend the validity of its Bid Security for twenty-eight (28) days beyond the new date for the expiry of Bid validity.
- 17.4 A Bidder may refuse the request without forfeiting its bid security and its offer will not be considered for evaluation. Except as provided in ITB Clause 17.3, a Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.
- 18. Bid Security** N/A



19. Alternative
Proposals by
Bidders

19.1. Alternative bids shall not be accepted.

20. Format and
Signing of Bid

- 20.1 The bidder shall submit a hard copy of the bidding document with duly sealed and signed including the addendums issued (if any).
- 20.2 The Bidder shall prepare and submit an original hard copy of the bid indicated in the **Bid Data Sheet**.
- 20.3 Any interlineations, erasures, or overwriting to correct errors made by the Bidder should be initialed by the person or persons signing the bid.
- 20.4 The Bidder shall furnish in the Bid Form (a sample of which is provided in the Sample Forms Section of the Bidding Documents) information regarding commissions or gratuities, if any, paid or to be paid to agents relating to this bid and to the execution of the Contract if the Bidder is awarded the Contract.



D. SUBMISSION OF BIDS

- 21. Sealing and Marking of Bids**
- 21.1 Bidders shall submit the bids as specified in the **Bid Data Sheet**,
- a) The bidder shall prepare two separate sealed envelope for technical and financial bid clearly marked as "TECHNICAL" and "FINANCIAL". **The Purchaser may reject a bid if technical and financial document is not submitted in a separate envelope.**
 - b) The Bidder shall then enclose the original TECHNICAL and FINANCIAL offer in one master envelope.
- 21.2 The envelopes shall:
- (a) bear the **name and address of the Bidder** and its **local partner**;
 - (b) be addressed to the Purchaser at the address given in the **Bid Data Sheet**;
 - (c) bear the specific identification of this bidding process indicated in the **Bid Data Sheet**, the Invitation for Bids (IFB) title and number indicated in the **Bid Data Sheet**; and
 - (d) bear a statement "DO NOT OPEN BEFORE [date and time]" to be completed with the time and date specified in the Bid Data Sheet relating to ITB Sub-Clause 22.1.
- 21.3 If the envelope is not sealed and marked as required by ITB Sub-Clause 21.2, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Purchaser at the address specified in the **Bid Data Sheet** relating to ITB Sub-Clause 21.2 (b) no later than the time and date specified in the **Bid Data Sheet**.
- 22.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 11.3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser in the **Bid Data Sheet** pursuant to ITB Clause 22 will be rejected and returned unopened to the Bidder.
- 24. Modification and Withdrawal of Bids**
- 24.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the Purchaser **prior to the deadline prescribed for submission of bids**.
- 24.2 The Bidder's modification shall be prepared, sealed, marked, and dispatched as follows:
- (a) The Bidder shall provide an original and the number of copies specified in the **Bid Data Sheet** of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "BID MODIFICATION-ORIGINAL" and "BID MODIFICATION-COPIES." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "BID MODIFICATION."
 - (b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 21.2 and 21.3.

- 24.3 A Bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids. The notice of withdrawal shall:
- be addressed to the Purchaser at the address named in the **Bid Data Sheet,**
 - bear the specific identification of the bidding process (Contract name), the IFB title and IFB number, and the words "BID WITHDRAWAL NOTICE," and
 - be accompanied by a written power of attorney authorizing the signatory of the withdrawal notice to withdraw the bid.
- 24.4 Bids requested to be withdrawn in accordance with ITB Sub-Clause 24.3, shall be returned unopened to the Bidders.
- 24.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 17. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's bid security, pursuant to ITB Sub-Clause 18.8.

E. OPENING AND EVALUATION OF BIDS

- 25. Bid Opening**
- 25.1 The bidder will submit the bid in two envelop system as stated in ITB Clause no. 21.1. Only the bidders who obtains the required qualifying score in technical evaluation, shall be eligible for financial evaluation and those qualified bidder (s) will be invited during opening of financial proposal. Bidders' representatives shall sign a register as proof of their attendance.
- 25.2 The Purchaser will prepare a bid opening statement at the end of the opening session, including, as a minimum: the name of the Bidder, the name and signature of the bidder's representative, if any attend the opening session. The omission of a Bidder's signature on the opening statement shall not invalidate the content and effect of the documents.
- 26. Clarification of Bids**
- 26.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids, in accordance with ITB Sub-Clause 32.1.
- 27. Confidentiality**
- 27.1 Information relating to the examination, clarification, evaluation, and comparison of bids, and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the notification of Contract award is made to all Bidders.
- 27.2 Any effort by the bidder to influence the Purchaser in the Purchaser bid evaluation, bid comparison, or contract award decisions may result in the rejection of the Bidder's bid.
- 27.3 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to its

SECTION I. INSTRUCTIONS TO BIDDERS

bid, it should do so in writing.

28. Evaluation of Bids

28.1 Purchaser's Sourcing Evaluation Committee (SEC) shall examine, evaluate and compare Bids that are responsive to the mandatory requirements of Bid Documents in order to identify the successful Bidder. Bids shall be examined and evaluated only on the basis of the criteria specified in the Bid Document.

29. Evaluation Process

29.1 The SEC may consider a Bid as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Bid Document.

29.2 **The evaluation process shall begin immediately after Bid opening following below steps.**

- (a) **Preliminary examination (Screening Session)**
- (b) **Technical evaluation.**
- (c) **Financial evaluation.**
- (d) **Post Qualification (if required)**
- (e) **Negotiation.**

30. Preliminary Examinations

30.1 Compliance, adequacy and authenticity of the documentary evidences for meeting the qualification criterion specified in the corresponding section of the Bid document shall have to be preliminarily examined and verified. **Screening criteria for Preliminary examinations** will be as follows:

Sl. No.	Required Evidence
1	Authentication of Local Agent as a representative of manufacturer.
2	Submission of tender document with duly sealed and signed by the bidder.
3	Separate Bid Submission for Technical & Financial proposal.
4	Submission of Legal Documents for the bidder : 1. Trade License 2. VAT Certificate 3. TIN Certificate
5	Country of origin & Manufacturing confirmation (USA/UK)
6	Bid Validity for 180 days, confirmed by the bidder
7	Five Years' Experience documents for supply, installing and commissioning of 750KVA or higher capacity generators
8	Details of technical team including CV of designated engineers responsible for installation and commissioning.

30.2 **The SEC shall confirm that the above documents and information have been provided in the Bid and the completeness of the documents and compliance of instructions given in corresponding ITB Clauses shall be verified, failing which the Bid shall be considered as non-responsive.**

31. Technical Examinations & Responsiveness
- 31.1 Only those Bids surviving preliminary examination shall be examined in this phase.
- 31.2 Only technically responsive bids will be complied for further evaluation.
- 31.3 The SEC will examine the adequacy and authenticity of the documentary evidences of the bidders and its local part.
- 31.4 The Purchaser may visit the premises of the Bidder as a part of post qualification under the technical examination process (if required).
32. Correction of Errors
- 32.1 Arithmetical errors will be rectified as follows:
- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit or subtotal price shall prevail.
 - If there is a discrepancy between subtotals and the total price, the total price shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words will prevail.
 - If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
33. Conversion to Single Currency
- 33.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the various currencies in which they are payable to either:
- the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country. **Or**
 - a currency widely used in international trade, such as U.S. Dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.
- 33.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet**.
34. Financial Evaluation of Bid
- 34.1 The Purchaser's evaluation of a bid will exclude and not take into account:
- in the case of Goods of foreign origin offered from abroad, customs duties and other similar import taxes that will be payable on the Goods if the contract is awarded to the Bidder; and
 - any allowance for price adjustment during the period of execution of the Contract, if provided in the bid.
- 34.3 The SEC shall compare all responsive Bids by analysing the competitiveness of **supply and distribution price** to determine the Responsive Lowest Bid, as stated under ITB Clause 34.

Financial evaluation

- Price competitiveness for Supply
 - Price competitiveness for Installation & commissioning
 - Price competitiveness for AMC (Per year)
-

- 34.4 In the extremely unlikely event that there is a tie for the highest scoring bids, the bidder with the superior past performance with the Purchaser shall be selected, whereby factors such as delivery period, quality of Goods delivered, and performance in the previous contract with the client or with other national / international organizations could be taken into consideration.
- 34.5 In the event that there is a tie for the scoring and none of the Bidders has the record of past performance with the Purchaser, then the Bidder shall be selected, subject to firm confirmation through the Post-qualification process described in ITB Clause 35, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.

35. Post-qualification

- 35.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest responsive bid, is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Sub-Clause 7.1 and any additional post-qualification criteria stated in the **Bid Data Sheet**.
- 35.2 The determination will evaluate the Bidder's financial, technical, and service insurance capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 7.1, as well as other information the Purchaser deems necessary and appropriate.
- 35.3 The Purchaser shall contact the references given by Bidders about their previous Supply experiences to verify, if necessary, statements made by them in their Bid and to obtain the most up-to-date information concerning the Bidders.
- 35.4 The Purchaser may visit the premises of the Bidder as a part of the post-qualification process, if practical and appropriate, to verify information contained in its Bid. The objective of any visit shall be limited to a general and visual inspection of the Bidder's facilities and its plant and equipment, and there shall be no discussion concerning the Bid or its evaluation with the Bidder during such visit(s).
- 35.5 An affirmative post-qualification determination will be a prerequisite for award of the contract to the responsive lowest bidder. In the event that the Bidder with responsive lowest fails the post-qualification, the Purchaser shall make a similar determination for the Bidder offering the next lower bid and so on from the remaining responsive Bids, provided that,
- (a) such action shall only be taken if the evaluated costs of the Bid under consideration are acceptable to the Purchaser;
 - (b) when the point is reached whereby the evaluated costs of the remaining responsive Bids are significantly higher than that of the official estimate, or the market price, the Purchaser may take action and may proceed for re-bidding, using a revised Bid Document designed to achieve a more successful result.

F. AWARD OF CONTRACT

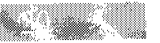
36. Award Criteria 36.1 Pursuant to ITB Clauses 31 and 34, the Purchaser will award the Contract to the Bidder whose bid has been determined to be the responsive lowest bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, pursuant to ITB Clause 35.

37. Purchaser's Right to Accept Any Bid and to Reject Any / All Bids 37.1 The Purchaser reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or Bidders.
38. Purchaser's Right to Vary Quantities at Time of Award 38.1 The Purchaser reserves the right at the time of Contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet**, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
39. Notification of Intent of 39.1 Prior to the expiration of the period of bid validity and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Purchaser will notify his intention to the responsive lowest in writing that its bid has been accepted.
- 39.2 The Notification of Intent shall be accepted in writing by the notified bidder within seven (7) working days from the date of issuance of NOI.
- 39.3 The notification of Intent will be the intention of the formation of the Contract. Until a formal contract is signed, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.
- 39.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 40, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 18.
- 39.5 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.
40. Performance Security 40.1 Within fourteen (14) days of the receipt of notification of intent from the Purchaser, the notified Bidder shall furnish the performance security (10% of the contract price) in accordance with the Conditions of Contract. The Performance Security shall be in the form of irrevocable Bank Guarantee in the format available at Section V: Bid and Contract Form **shall be issued by a local/internationally reputable bank located in Bangladesh.**
- 40.2 Failure of the successful Bidder to comply with the requirement of ITB Sub-Clause 40.1 shall constitute sufficient grounds for the annulment of the award, in which event the Purchaser may make the award to the next lower responsive bidder or call for new bids.
- 40.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 40.4 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including warranty obligations.
- 40.5 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.

SECTION I. INSTRUCTIONS TO BIDDERS

- 41. Authenticity of performance Security**
- 41.1 The Purchaser shall verify the authenticity of the Performance Security submitted by the successful Bidder by sending a written request to the branch of the bank issuing irrevocable Bank Guarantee in specified format.
- 41.2 If the Performance Security submitted under ITB Clause 40.1 is not found to be authentic, the Purchaser shall proceed to take measures against the Bidder in accordance with ITB Sub-clause 40.2.
- 42. Signing Contract**
- 42.1 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 to the successful Bidder
- 42.2 Within twenty-eight (28) days of the issuance of Notification of Intent, the successful Bidder and the Purchaser shall sign the contract provided that the Performance Security submitted by the Bidder is found to be genuine.





SECTION II. BID DATA SHEET

SECTION II. BID DATA SHEET

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

ITB Clause	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
	A. GENERAL
ITB 1.1	Name of Purchaser: Director, SC&FM icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212 or his or her authorised representatives or nominees
ITB 1.2	IFB no. and name of the Tender are: ITB No. icddr,b/SCM/OTM(i)/2018/25 dated 24th September 2018 Name of tender: Supply, Installing and commissioning of 750KVA Diesel Generator.
ITB 1.3	Eligible source countries: All countries except the state of Israel
ITB 1.4	Eligibility criteria for the Bidders are : <ol style="list-style-type: none"> 1. Only USA/UK based manufacturer is allowed to participate in the bid. 2. Genuine Diesel Generator manufacturer having authorized Sales & service agent in Bangladesh for Installing & commissioning. 3. 5 Years' experience required for the agent in supply, installation & commissioning of 750KVA or higher capacity Diesel Generator. 4. Minimum three successful commissioning history for 750 KVA or higher capacity generator in past five years. <p>Documentary evidence in support of the required qualifications of the bidder to perform the Contract, shall be submitted.</p>

ITB 1.5	For the purpose of providing Bid documents and their clarification, Purchaser's address is: Attention: Director, Supply Chain & Facilities Management Address: icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212. Telephone: (+88 02) 9827001-10; Ext : 4402 Facsimile number: 880-2-8811686
ITB 1.6	Electronic mail address: supplychain@icddrb.org Pre-bid meeting will be held on 01nd October 2018 at 3:00 PM (GMT+6) SC&FM Conferences Room, IPH Building, Ground Floor; icddr,b, Mohakhali, Dhaka 1212.

B. THE BIDDING DOCUMENTS**C. PREPARATION OF BIDS**

ITB 13	The language of all correspondence and documents related to the bid is English.
ITB 15.2 (a)	Prices for Goods offered from abroad shall be quoted as: CPT/CFR.
ITB 15.5	Prices quoted by the Bidder shall be fixed for entire contract period.
ITB 16.1 (a)	Bidder's supplying goods from outside the purchaser's country shall quote prices in USD or any other leading currency.
ITB 17.1	The Bid validity period shall be 180 (one hundred Eighty) days after the deadline of bid submission, as specified in ITB Clause 22.
ITB 18.1	The amount of bid security : N/A
ITB 20.2	Required number of copies of the bid: One original & one digital copy (Both PDF & MS format) for technical Bid. One original for Financial bid.

D. SUBMISSION OF BIDS

ITB 21.1 (b)	Electronic bidding shall not be permitted
ITB 21.2 (b)	For Tender submission purposes only, the Purchaser's address is: Attention: Director, Supply Chain & Facilities Management Address: icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212.
ITB 22.1	The deadline for the submission of Tenders is: Time & Date: 15th October 2:30 PM Address: IPH Building icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212.
ITB 24.1	No bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

ITB 25.1	The Tender opening shall take place at: Venue: SCM Conferences Room; IPH Building, Ground Floor Address: icddr,b 68, Shaheed Tajuddin Ahmed Sarani, Mohakhali, Dhaka-1212. Time & Date: 15th October 2018 at 3:00 PM
ITB 33.2	For evaluation and comparison purpose, the SEC shall convert all Bid prices expressed in the amounts in various currencies into an amount in USD on the grant currency rate.
ITB 31.4, ITB 35	The Purchaser may wish to visit Manufacturer /Local Agent office before signing of Contract.

F. AWARD OF CONTRACT

ITB 38.1	Percentage for increase or decrease of quantity of Goods either during contract award or during the execution of the signed contract: 20% (twenty percent)
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SECTION III. GENERAL CONDITIONS OF CONTRACT



GENERAL CONDITIONS OF CONTRACT

SECTION III. GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1

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

- (a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form for duration as specified in the SCC, signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "Day" means calendar day.
- (d) "Effective Date" means the date on which this Contract becomes effective pursuant to GCC Clause 6.2.
- (e) "Eligible Country" means the countries and territories eligible for participation in procurements in People's Republic of Bangladesh
- (f) "End User" means the organization(s) where the goods will be used, as named in the SCC.
- (g) "GCC" means the General Conditions of Contract contained in this section.
- (h) "The Goods" means 750KVA Diesel Generator that the Supplier is required to supply to the Purchaser under the Contract.
- (i) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.
- (j) "The Purchaser's country" is the country named in the SCC.
- (k) "Registration Certificate" means the certificate of registration or other documents in lieu thereof establishing that the Goods supplied under the Contract are registered for use in the Purchaser's country in accordance with the Applicable Law.
- (l) "SCC" means the Special Conditions of Contract.
- (m) "The Services" means those services ancillary to the supply of the Goods, such as storage, distribution, transportation and insurance, and any other incidental services, such as provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (n) "The Site Throughout these bidding documents, the terms "writing" means any type-written, or printed communication, including e-mail, telex, cable, and facsimile transmission, and "day" means calendar day. Singular also means plural,," where applicable, means the place or places named in the SCC.
- (o) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract, as named in the SCC.
- (p) "Writing" means any type-written, or printed communication, including e-mail, telex, cable, and facsimile transmission.

2. Application

2.1

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

3. Country of Origin

of 3.1

All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the People's Republic of Bangladesh, as further elaborated in the SCC.

3.2

For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its



SECTION III. GENERAL CONDITIONS OF CONTRACT

- components.
- 3-3 The origin of Goods and Services is distinct from the nationality of the Supplier.
4. Standards and Specifications
- 4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications as well as SCC and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the Purchaser
- 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Sub-Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the above, if so required.
6. Certification of Goods in Accordance with Laws of the Purchaser's Country
- 6.1 If required under the Applicable Law, Goods supplied under the Contract shall be registered for use in the Purchaser's country in case of local manufacturers; otherwise No Objection Certificate (NOC) during import of goods by the Local Agent is required.
- 6.2 Unless otherwise specified in the SCC, the Contract shall become effective on the date ("the Effective Date") when both the party has signed the contract.
- 6.3 If thirty (30) days, or such longer period **specified in the SCC**, elapse from the date of Contract signing and the Contract has not become effective pursuant to Sub-Clause 6.2 above, then either party may, by not less than seven (7) days' written notice to the other party, declare this Contract null and void. In such event, the Supplier's performance security shall be promptly returned.
7. Patent Rights
- 7.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.
8. Performance Security
- 8.1 Within Fourteen (14) days of receipt of the notification of Intent, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in the SCC**.
- 8.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

SECTION III. GENERAL CONDITIONS OF CONTRACT

- 8.3 The performance security shall be denominated in the currency of the Contract, and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format provided in the Bidding Documents or another format acceptable to the Purchaser;
 - or
 - (b) a cashier's or certified check.
- 8.4 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.
- 8.5 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including warranty obligations.
- 8.6 The performance security will be discharged by the Purchaser and returned to the Supplier not later than forty five (45) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless **specified otherwise in the SCC.**
- 9. Inspections and Tests** 9.1 Supplier will be liable for installing and commissioning of the supplied equipment which will be certified by icddr,b representative.
- 10. Packing** 10.1 The Supplier shall provide such packing of the Goods (CE standard) as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 11. Delivery and Documents** 11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in the SCC.**
- 11.2 For purposes of the Contract, "Incoterms 2010" to be used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 11.3 Documents to be submitted by the Supplier are **specified in the SCC.** *Incoterms* provides a set of international rules for the interpretation of the more commonly used trade terms.
- 12. Insurance** 12.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**
- 14. Incidental Services** 14.1 The Supplier shall provide such incidental services, if any, as are **specified in the SCC.**

- 14.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 15. Warranty**
- 15.1 **Section VII: Technical specification of the goods.**
- 15.4 If, after being notified that the defect has been confirmed pursuant to GCC Sub-Clause 15.2 above, the Supplier fails to replace the defective Goods within the period **specified in the SCC**, the Purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage in respect of the defective Goods for the period following notification and deduct the sum from payments due to the Supplier under this Contract.
- 15.5 **Recalls.** In the event any of the Goods are recalled, the Supplier shall notify the Purchaser within fourteen (14) days, providing full details of the reason for the recall and promptly replace, at its own cost, the items covered by the recall with Goods that fully meet the requirements of the technical Specification and arrange for collection or destruction of any defective Goods. If the Supplier fails to fulfill its recall obligation promptly, the Purchaser will, at the Supplier's expense, carry out the recall.
- 15.6 Performance Security under GCC Clause no 8 shall only be released after the lapse of the warranty period at the end of contract period, provided that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.
- (a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect. For example, a ball pen that does not write is patently defective.
- (b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is "hidden" or one that is not immediately determinable. For example, a ball pen that writes 0.75 kilometers instead of the expected 1.5 kilometers has a latent defect.
- 16. Payment**
- 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in the SCC**.
- 16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, as indicated in the **SCC** after submission of an invoice or claim by the Supplier.
- 16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in the SCC**.
- 17. Prices**
- 17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in the SCC** or in the Purchaser's request for bid validity extension, as the case may be.
- 18. Change Orders**
- 18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of

SECTION III. GENERAL CONDITIONS OF CONTRACT

the Contract in any one or more of the following:

- (a) specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.
- (e) mode of payments

- 18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within **thirty (30)** days from the date of the Supplier's receipt of the Purchaser's change order.
- 19. Contract Amendments** 19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 20. Renewal of the contract** 20.1 The contract may be renewed as per the mutual agreement between the Purchaser and the Supplier for the duration specified in the **SCC**.
- 21. Assignment** 21.1 The Supplier shall not assign, in whole or in part, its obligations to any other party to perform under this Contract, except with the Purchaser's prior written consent.
- 22. Delays in the Supplier's Performance** 22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
- 22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.
- 23. Liquidated Damages** 23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in the SCC**. Once the maximum is reached, Purchaser may consider termination of the Contract pursuant to GCC Clause 24.
- 24. Termination for Default** 24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof

- granted by the Purchaser pursuant to GCC Clause 22; or
- (b) if the Goods do not meet the Technical Specifications stated in the Contract; or
- (c) if the Supplier fails to provide any registration or other certificates in respect of the Goods within the time specified in the Special Conditions.
- (d) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.
- (e) if the Supplier fails to perform any other obligation(s) under the Contract.
- 24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, exceptional economic events and freight embargoes.
- 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26. Termination for Insolvency**
- 26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
- 27. Termination for Convenience**
- 27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2 Any of the following circumstances may constitute sufficient grounds to terminate a contract for conveniences :
- (a) If physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Purchaser;
- (b) The Purchaser has determined the existences of conditions that

make contract implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, change in laws and government policies;

- (c) Funding for the contract has been withheld or reduced;
- (d) Any circumstances analogous to the foregoing.

27.3 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect any one of the followings at its sole discretion:

- (a) to have any portion completed, packed, where required quality test done but not ready for shipment within 30 days of the notice of termination are to be delivered and paid at the Contract terms and prices; or
- (b) to cancel the remainder and pay to the Supplier an agreed compensation amount for completed/partially completed Goods and Services only.

The purchaser shall not be liable for any of the remaining materials in the form of raw ingredients, semi-finished materials, tools, equipment, services etc. procured by the supplier for executing the said contract other than those mentioned above.

28. Procedure for Termination of Contract

28.1 The following provisions shall govern the procedures for termination of this contracts stated under GCC clause 24, 26 and 27:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Purchaser shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon review, the Purchaser shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

(i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and special instructions of the Purchasers, if any;

29. Settlement of Disputes

29.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

29.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

29.3 Any dispute or difference in respect of which a notice of intention to

- commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 29.4 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**
- 29.5 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.
- 30. Limitation of Liability** 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 7,
- (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 31. Governing Language** 31.1 The Contract shall be written in the language **specified in the SCC.** Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the same language.
- 32. Applicable Law** 32.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in the SCC.**
- 33. Notices** 33.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing to the other party's address **specified in the SCC.**
- 33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 34. Taxes and Duties** 34.1 A Supplier supplying Goods from abroad shall be entirely responsible for all taxes, stamp, duties, license fees, and other such levies imposed outside the Purchaser's country.
- 34.2 For local delivery, host country law will be applicable.
- 35. Good Faith** 35.1 Both Purchaser and Supplier undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

SECTION IV. SPECIAL CONDITIONS OF CONTRACT



SPECIAL CONDITIONS OF CONTRACT

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

1. Definitions (GCC Clause 1)	
GCC 1.1 (a)	Duration of the contract will be from the date of contract signing. The contract end date will be up to the warranty period. The contract may be further extended subject to the availability of fund and satisfactory performance of the supplier.
GCC 1.1 (f)	The end user is: icddr,b
GCC 1.1 (i)	The Purchaser is: icddr,b
GCC 1.1 (j)	The Purchaser's country is: Bangladesh
GCC 1.1 (n)	Location of commissioning of Generator will be icddr,b Mohakhali Campus.
GCC 1.1 (o)	The Supplier is: [Name of Supplier]
3. Country of Origin (GCC Clause 3)	
GCC 3.1	There are no Special Conditions of Contract applicable to GCC Clause 3 except Israel.
4. Standards (GCC Clause 4)	
GCC 4	Generator supplied under this contract must meet the technical Specifications as outlined in Section VII of this bid document.
5. Certification of Goods in accordance with Laws of the Purchaser's Country (GCC Clause 6)	
GCC 6.1	Product must be complied as per Purchaser's country condition and its environment.
GCC 6.2	The Effective Date of the Contract is the date the Contract Form is signed by the successful bidder and the Purchaser.
GCC 6.3	The time period shall be 30 days.
8. Performance Security (GCC Clause 8)	
GCC 8.1	The Performance Security shall be 10% of the Total Contract Amount.
9. Inspections and Tests (GCC Clause 9)	
GCC 9.1	(a) The successful bidder shall furnish the commissioning certificate endorsed by icddr,b representative as completion of work.
10. Packing (GCC Clause 10)	
GCC 10.2	Should be as per international packing law.
11. Delivery and Documents (GCC Clause 11)	
GCC 11.1 & 11.3	<ul style="list-style-type: none"> • The purchaser will initiate Purchase Order (PO) in favour of the successful supplier for equipment delivery and local installation support. • The purchaser will share the delivery plan with tentative shipment date prior to initiate the equipment delivery. • Pre-shipment inspection (if required) need to be conducted before the shipment initiation by any internationally reputed PSI audit company. • icddr,b reserves the right to oversee the manufacturing, logistics process and quality assurance related issues at the supplier end and provide technical

SECTION IV. SPECIAL CONDITIONS OF CONTRACT

	<p>advice if needed or perceived by icddr,b based on which the supplier will be accountable to act.</p> <ul style="list-style-type: none"> Upon arrival of goods, the Supplier shall submit all necessary papers to the proper authorized channel.
12. Insurance (GCC Clause 12)	
GCC 12.1	Insurance will be covered as per agreed Incoterms.
14. Incidental Services (GCC Clause 14)	
GCC 14.1	<p>Incidental services to be provided are:</p> <p>The Supplier shall provide all necessary licenses and permissions for use of the Goods in the Purchaser's country that may be required for the Goods. The cost shall be deemed included in the Contract Price.</p>
15. Warranty (GCC Clause 15)	
GCC 15.4	The period of replacement of defective goods is: 06 (six) weeks
16. Payment (GCC Clause 16)	
GCC 16.1 16.3 & 16.4	Payment for Goods & services should be as per agreed method and currency. icddr,b's preferred method is 30 days Net credit from the date of delivery completion.
17. Prices (GCC Clause 17)	
GCC 17.1	Prices shall be fixed for the duration of the Contract. However, in case of increase of demand, the price will be revised through amicable discussion between the purchaser and the supplier. Global market trend, inflation of the purchaser's country as declared by its Central Bank shall be taken into consideration for price review. In case of fixation of price for extended period of contract, same procedure will be followed.
18. Change Orders (GCC Clause 18)	
GCC 18	There is no Special Conditions of Contract applicable to GCC Clause 18. But the place of delivery may vary based on project requirements.
20. Renewal of Contract (GCC Clause 20)	
GCC 20	Duration of Renewal will be subject to GCC Clause 1.1a and GCC Clause 17.1.
23. Liquidated Damages (GCC Clause 23)	
GCC 23.1	0.5% (One half percent) of undelivered goods per week subject to a maximum of 10% (ten percent) of the Contract price
29. Settlement of Disputes (GCC Clause 29)	
GCC 29.2.2	In the case of a dispute between the Purchaser and a Supplier which is a national of the Purchaser's country as of local agent/distributor, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Bangladesh.
31. Governing Language (GCC Clause 31)	
GCC 31.1	The governing language shall be English .
32. Applicable Law (GCC Clause 32)	
GCC 32.1	The Contract shall be interpreted in accordance with the laws of Bangladesh.

33. Notices (GCC Clause 33)	
GCC 33.1	<p><i>[Purchaser's address]</i></p> <p>icddr,b 68, Shaheed Tajuddin Ahmed Sarani Mohakhali, Dhaka-1212</p> <p><i>[Supplier's address for notice purposes will be inserted at the time of contract signing]</i></p>



SECTION V. BIDS AND CONTRACT FORMS



Notes to Bidders on the Preparation of Sample Forms:

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. In its bid, the Bidder **MUST** use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing pursuant to ITB Clause 10.

The Purchaser has provided explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets.

In preparing its bid, the Bidder **MUST** ensure all such information is provided and that the typographical aides are removed.

BIDS AND CONTRACT FORMS

1. Bid Form
2. Price Schedule for Goods & related Services
3. Form of Contract Agreement
4. Performance Security /Bank Guarantee
5. Manufacturer's Authorization Form
6. Specifications Submission and Compliance Sheet



1. Bid Form

Date: *[insert: date of bid]*

IFB No: icddr,b/SCM/OTM(i)/2018/25

Supply, Installation & Commissioning of 750KVA Diesel Generator

To:

.....

 Bangladesh

Dear Sir:

Having examined the Bidding Documents, including Addenda Nos *[insert numbers]*, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract Package in full conformity with the said Bidding Documents for the sum of:

[insert: amount of currency in words] *[insert: amount of currency in figures]*

(hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 17.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

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

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "none")

We certify/confirm that we comply with the eligibility requirements as per ITB clause 4 and section III of the bidding documents.



Dated this [insert: **number**] day of [insert: **month**], [insert: **year**].

Signed: _____

Date: _____

In the capacity of [insert: **title or position**]

Duly authorized to sign this bid for and on behalf of [insert: **name of Bidder**]



2. Price Schedule for Goods Offered (Supply, Installation & Commissioning)

Name of the Bidder _____ Page of _____
 IFB No : icddr,b/SCM/OTM/2018/25 Date _____
 Description: Supply, Installation & commissioning of 750KVA Diesel Generator

1	2	3	4	5	7	8	9
Product	UOM	Quantity Offered	Unit Prices	Total Price (3X5)	H S Code	Name of Manufacturer/Agency	Country of Origin
750KVA Diesel Generator	Each	1 Unit	Price for the equipment Price for Pre-shipment inspection				
Installation & Commissioning	Each	1 Unit	(DDP/ in local currency)				
AMC Cost after warranty period	Each	Yr	(DDP/ in local currency)				

Note: (i) For column 5, pursuant to ITB 33-1, in the case of discrepancy between unit price and total price, the unit price shall prevail.

	Total Bid Price:
	In figures:
	In words:



Price Schedule for Goods Offered (Supply, Installation & Commissioning) ...

List of First Moving spares & consumables and their uses of frequency:

Please mention the list of spares and consumables which we going to need in next five years. First column is filled as example. You may add additional column if needed:

SL. No.	Name of the items:	Needed after running hour :	Unit Price (BDT)
1.	Lubricating Oil	260 Ltr after 250 Hrs ./ 6 months	BDT350 per Ltr



3. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made on the [insert: *number*] day of [insert: *month*], [insert: *year*].

BETWEEN

(1)

_____.
(hereinafter called "the Purchaser")

(2)

[insert: *name of Supplier*], a corporation incorporated under the laws of [insert: *country of Supplier*] and having its principal place of business at [insert: *address of Supplier*] (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., supply and distribution of 750KVA Diesel Generator s as stated in the schedule of requirements and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [insert: *contract price in words and figures*] (hereinafter called "the Contract Price") under the following terms and conditions:

- a. Supplier shall ensure the timely supply of the goods to the designated locations as per purchaser's requirement.
- b. Supplier shall ensure the proper documentation in the Goods Receiving Procedures prescribed by the purchaser.
- c. The Supplier will be required to submit invoices in triplicate for the goods delivered along with signed challan. Payment will be made using an account payee cheque but only after thorough examination of the invoices and challans. Bills will not be processed and accepted without all the recipients' signed delivery challans.
- d. icddr,b will review and analyze the Certificate of Analysis (COA) submitted by the Supplier after production. If no response comes within 7 days, it will be considered as accepted. If any dispute arises, The test will be conducted any third country Lab and cost of testing will be borne by purchaser if the test result conforms by manufacturer test and vice versa.
- e. The decision of icddr,b will be final in case of any dispute arises between Supplier, and the icddr,b regarding this Bid and performance of the contract thereof.
- f. Supplier will be fully liable for all the risks for carrying goods from warehouse to warehouse. To cover such risks supplier shall be required to take 100% insurance coverage.
- g. In case of theft/breakdown of the hired truck, the supplier must make timely alternative arrangement for the services at his own cost. In case of failure to make an alternative arrangement, the supplier shall forego transportation charges and penalty will be imposed at a rate double the amount of the transportation charges or as decided by icddr,b. This will be recovered from the security deposit and outstanding bill if any. However, penalty will not be imposed if normal operation of vehicle cannot be made due to civil commotion, and such other situation beyond the control of the owner/contractor.





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 Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) The Signed Contract Agreement
 - (b) The Purchaser's Notification of Award
 - (c) The Bid and appendices to the Bid
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) Technical Specifications
 - (g) Schedule of Requirement (including Drop in Centers and Implementation Schedule)
 - (h) The Supplier's bid and original Price Schedules
 - (i) **[Add here: any other documents stated at SCC]**
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.

For and on behalf of the Purchaser:

Signed:

in the capacity of [*insert: title or other appropriate designation*]

date:

in the presence of _____

For and on behalf of the Supplier

Signed:

in the capacity of [*insert: title or other appropriate designation*]

date:

in the presence of _____

4. Performance Security Bank Guarantee

Date: [insert: date of bid]

Supply, Installation & Commissioning of 750KVA Diesel Generator

To:

Dear Sir or Madam,

We refer to the Contract Agreement ("the Contract") signed on [insert: date] between you and [insert: name of Supplier] ("the Supplier") concerning the supply and delivery of [insert: a brief description of the Goods] in accordance with the authority of your Notification of Award to the supplier dated (insert: date). Furthermore, We (name of Bank) understand that, according to your conditions, Contracts must be supported by a performance guarantee.

By this letter we, the undersigned, [insert: name of bank], a bank (or company) organized under the laws of [insert: country of bank] and having its registered/principal office at [insert: address of bank], (hereinafter, "the Bank") do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of [insert: amount in numbers and words]. This guarantee shall be reduced or expire as provided for by GCC Sub-Clause 8.4.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed: _____

Date: _____ Common Seal of the Bank.

5. Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)



To:

WHEREAS [insert: **name of the manufacturer**] (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of [insert: **name and/or description of the Goods requiring this authorization**] (hereinafter, "Goods") having production facilities at [insert: **address of factory**] do hereby authorize [insert: **name and address of Bidder**] (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against IFB no.for supply of _____ [Name of the item].

We hereby extend our full guarantee and warranty in accordance with Clause 15 of the General Conditions of Contract with respect to the Goods offered by the above firm.

For and on behalf of the Manufacturer

Signed: _____

Date: _____

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



6. Specifications submission and compliance sheet

Name of Bidder _____ Page of ____

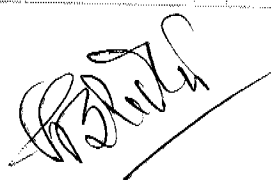
ITB No : icddr,b/SCM/OTM/2018/01

Date _____

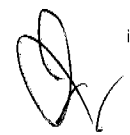
Supply and distribution of 750KVA Diesel Generator s

Country of Origin _____

AA. <u>Generating Set.</u>	Compliances statement with comments
1. Country of origin	:
2. Country of Manufacturer	:
3. Net Power Rating	:
4. Supply System	:
5. Ambient Temperature	:
6. Overall Dimensions (mm)(Open)	:
7. Maximum load acceptance Single step	:
8. Single load step to NFPA110	:
9. Day Fuel Tank	:
BB. <u>Engine</u>	
1. Fuel	:
2. Manufacturer's origin	:
3. Country of origin	:
4. Number of cylinders and arrangement	:
5. Governor Type	:
6. Speed	:
7. Bore × stroke (mm)	:
8. Displacement (cc)	:
9. Compression ratio	:
10. Fuel System	:
11. Fuel Consumption (Maximum)	:




	12. Maximum engine output according to DIN (Hp/rpm),	:	
	13. Average piston speed (Preferable)	:	
	14. Starting device	:	
	15. Cooling system (Radiator)	:	
	16. Exhaust Silencer	:	
	17. Lubrication system	:	
	18. Literature and illustrations	:	
	19. Engine Low NOX Emission treatment/Emissions Certification	:	
	20. Air Cleaner	:	
CC.	<u>Alternator</u>		
	1. Manufacturer's origin	:	
	2. Country of origin	:	
	3. Prime Power	:	
	4. RPM	:	
	5. Power Factor	:	
	6. Voltage	:	
	7. Frequency	:	
	8. Voltage Regulation	:	
	9. Class of Insulation	:	
	10. Exciter Type	:	
	11. Guaranteed efficiency under $\frac{1}{2}$, $\frac{3}{4}$ & full load at 0.8 and unity power factor	:	
	12. Automatic Voltage Regulator (AVR)	:	
DD.	<u>Anti-vibration Mountings</u>	:	
EE.	<u>Circuit Breaker</u>	:	
FF.	<u>Control Panel</u>		
	1. Digital Control Panel	:	
GG.	<u>ATS Panel</u>		

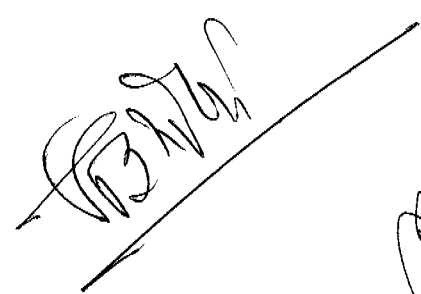
	1.	Auto Transfer Switch Panel (ATS)	:	
	3.	Auto Battery Charger	:	
HH.		<u>Soundproof Canopy</u>	:	
	1	Dimension(LxWxH)	:	
	2	Sheet	:	
	3	Sheet Gage	:	
	4	Noise absorb materials	:	
	5	Ventilation	:	
II.		<u>Factory Test</u>	:	
JJ.		<u>Testing & commissioning at site</u>	:	
KK.		<u>EXHAUST EMISSION DATA</u>	:	
LL.		<u>Humidity</u>	:	
MM		<u>Reference Standard</u>	:	
NN.		<u>All catalogues & Circuit diagram</u>	:	
OO.		<u>Warranty</u>	:	
PP		<u>AMC for Four years after Warranty</u>	:	

Signature:

Name:

In the capacity of:

Duly authorized to sign the Tender for and on behalf of the Tenderer






SECTION VI : SCHEDULE OF REQUIREMENTS

(750KVA DIESEL GENERATOR S)

Description	UOM
Supply, Installation and Commissioning of 750KVA Diesel Generator	01 (One) Unit


SPECIAL NOTES:

- * Goods would be transported in such a way that the integrity of the material of the goods is not negatively affected due to jerking or mishandling during loading and unloading of the goods and that storage conditions are maintained e.g. dry, well -ventilated covered carriers avoiding direct sunlight. Every precaution shall be taken to minimize the risk of theft and fraud.

Handwritten signature and initials, possibly 'R. S. S.' and 'R.', with a diagonal line through them.



SECTION VII. TECHNICAL SPECIFICATIONS



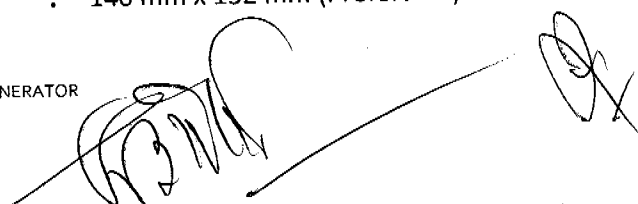
**Technical Specification 1x750KV Power Generator set with Automatic Start ,
Auto Synch. And Soundproof system for icddr,b Dhaka Sub-station.**

AA. Generating Set.

- 10 Country of origin : **UK/USA**
- 11 Country of Manufacturer : **UK/USA**
- 12 Net Power Rating : **i) Prime : 750KVA, 600KW at 0.8 PF**
ii) Standby : 825KVA, 660KW at 0.8 P.F for 1 hour in every 12 hours operation.
- 13 Supply System : **3-phase, 4-wire, 400/230V, 0.8P.F., 50Hz**
- 14 Ambient Temperature : **40°C**
- 15 Overall Dimensions (mm)(Open) : **4047×1608×2187 mm (preferable)**
- 16 Maximum load acceptance Single step : **100%, 600KWe at ±1% Voltage dip & 4.5% speed drop**
- 17 Single load step to NFPA110 : **100-110% load taken during emergency power system, meets all requirements for level 1 system**
- 18 Day Fuel Tank : **standday fuel tank of sheet steel construction fitted with large filler cap with breather, supply and return pipes float level gauge and drain plug for 8-10 hours operation, refill pump included.(Preferable)**

BB. Engine

- 21 Fuel : **Diesel**
- 22 Manufacturer's origin : **UK/USA**
- 23 Country of origin : **UK/USA**
- 24 Number of cylinders and arrangement : **12 Cylinder Diesel, 4 cycle, 40°Vee, Turbocharged and after cooled.**
- 25 Governor Type : **Isochronous Electronic Governing Controls engine speed within plus or minus 0.25% for any steady state load from no load to full load. Frequency drift will not exceed ±0.5% for a 60F (33) change in ambient temperature over an 8 hour period & have facilities for droop Governing, Temperature Dynamics, Idle mode, Isochronous (kw) load sharing control, Droop load sharing control.**
- 26 Speed : **1500 rpm**
- 27 Bore × stroke (mm) : **140 mm x 152 mm (Preferable)**



- 21 Class of Insulation : Class H, IP23 Protection
- 22 Exciter Type : **Permanent Magnet Generator (PMG)** offers enhanced motor starting and fault clearing short circuit capability.
- 23 Guaranteed efficiency under $\frac{1}{2}$, $\frac{3}{4}$ & full load at 0.8 and unity power factor : 94.4%
- 24 Automatic Voltage Regulator (AVR) : Microprocessor based Power Command Control system have integrated automatic voltage regulator, output within $\pm 1.0\%$.
- DD. Anti-vibration Mountings** : The combine engine /alternator unit is attached to the bed frame by anti-vibration Spring Isolator. This efficient vibration spring isolators is inserted in the skid and the floor.
- EE. Circuit Breaker** : **1250A, 3P MCCB – Merlin Gerine/Schneider France made** with short circuit & overload trip facilities.
- FF. Control Panel**
2. Digital Control Panel : Power Command Control is a microprocessor based generator set monitoring, metering and control system with auto start & auto synch & auto load sharing facilities for Parallel Operation with existing 2000KVA 02 set Cummins Brand Generator.
- GG. ATS Panel**
1. Auto Transfer Switch Panel (ATS) : **1250A, 3P Auto Transfer Switch panel Comprising with 2x1250A, 3P Motorized MCCB (Made by EU/UK/USA)** with electro-mechanical interlocking system, Busbar connection terminal for Mains (Utility), Genset & outgoing load facilities.
3. Auto Battery Charger : **5A** Auto battery charger with 220V (mains) for 24VDC Battery.
- HH. Soundproof Canopy** : **UK/USA** Design & manufacturer/plant Made, Soundproof Canopy, noise level 80dBA @ 3 Meter in free field.
- 1 Dimension(LxWxH) : 18'(L) X 7.5' (W) X 8.5' (H) (Preferable)
- 2 Sheet : Black Steel MS
- 3 Sheet Gage : 14 - 16 SWG (1.89 mm)

- 4 Noise absorb materials : 50mm Fire & heat proof Glass wool (Mineral rock wool) with perforated steel sheet (UK/Japan made)
- 5 Ventilation : 4 Nos. Sound attenuated louver door for air inlet & Radiators hot air attenuated louver outlet.
- II. Factory Test : 0, 25, 50, 75, 100 & 110% load test will be done at factory before Shipment
- JJ. Testing & commissioning at site : All test should be done at site & recorded with available site load.
- KK. EXHAUST EMISSION DATA : Should be submitted
- LL. Humidity : 98%
- M Reference Standard : To BS4999/5000 pt 99,
M VDE 0530, UTE5100,
NEMA MG1-22, CEMA,
IEC 34, CSA A22.2
AS1359, BS5514,
ISO 3046 AND ISO 8528
- NN. All catalogues & Circuit diagram : Enclosed & will be supplied with Genset
- OO Warranty : The equipment should carry the standard of **Twelve (12) months or 2,000.00** running hours, whichever occurs first from the date of commissioning.
- PP AMC : AMC will be started after the warranty period is completed.

Installation Works: Successful bidder/supplier will have to carry out the installation work at icddr,b re-commended site including all kinds of civil. Plumbing and Electrical work including consumables items. (Only LT cable will be supplied by icddr,b free of cost).

Note: Specification may vary/change up to +10% For SL No. AA03, AA05, AA06, AA07, BB07, BB08, BB09, BB13, BB17, CC03, CC05, CC11, EE, GG01, HH, LL, MM

