Invitation to Bid (ITB)

For
Supply of X-ray Films

Funded by GFATM under the National TB Control Programme [NTP]

Date of Publication: December 14, 2023

ITB Ref: icddr,b/SCM/OTM/2023/10
Table of Contents

**Section 1. Instructions to Tenderers (ITT)**

**A. General**
1. Scope of Tender .................................................................................. 1
2. Interpretation ...................................................................................... 1
3. Source of Funds ................................................................................ 1
4. Corrupt, Fraudulent, Collusive, Coercive (or Obstructive in case of Icddr,b) Practices ... 2
5. Eligible Tenderers ............................................................................. 4

**B. Tender Document**
6. Tender Document: General ................................................................. 5
7. Clarification of Tender Document .................................................... 5
8. Pre-Tender Meeting ......................................................................... 5
9. Addendum to Tender Document ..................................................... 5

**C. Qualification Criteria**
10. General Criteria ........................................................................... 5
11. Litigation History ........................................................................... 5
12. Experience Criteria ......................................................................... 6
13. Financial Criteria ........................................................................... 6
14. Personnel Capacity ......................................................................... 6
15. Technical Capacity ......................................................................... 6
16. Joint Venture, Consortium or Association ..................................... 6
17. Subcontractor(s) ........................................................................... 6

**D. Tender Preparation**
18. Only one Tender ........................................................................... 6
19. Cost of Tendering ........................................................................... 6
20. Issuance and Sale of Tender Document ......................................... 6
21. Language of Tender ....................................................................... 6
22. Contents of Tender (Document establishing the tender’s qualification) ... 6
23. Alternatives ..................................................................................... 6
24. Tender Prices, Discounts & Price adjustment .................................. 7
25. Tender Currency ............................................................................ 7
26. Documents Establishing the Conformity of Equipment and Installation Services .... 7
27. Documents Establishing Eligibility of the Tenderer ...................... 7
28. Validity Period of Tender ............................................................... 7
29. Extension of Tender Validity .......................................................... 7
30. Tender Security .............................................................................. 7
31. Form of Tender security ................................................................ 7
32. Authenticity of Tender Security .................................................... 7
33. Return of Tender Security ............................................................. 7
34. Forfeiture of Tender Security ........................................................ 7
35. Format and Signing of Tender ....................................................... 8

**E. Tender Submission**
36. Sealing, Marking and Submission of Tender ................................... 8
37. Deadline for Submission of tenders ................................................ 8
38. Late tender ..................................................................................... 8
39. Modification, Substitution or Withdrawal of Tenders .................... 8
40. Tender Modification ....................................................................... 8
41. Tender Substitution ....................................................................... 8
42. Withdrawal of Tender ................................................................... 8

**F. Tender Opening and Evaluation**
43. Tender Opening ........................................................................... 8
44. Evaluation of Tenders ................................................................... 9
45. Evaluation Process ......................................................................... 9
46. Preliminary Examination ............................................................... 9
47. Tender Evaluation and Responsiveness ........................................ 9

Section 2. Tender Data Sheet (TDS) .......................................................... 13
  A. General ................................................................. 13
  B. Tender Document .................................................. 13
  C. Qualification Criteria .............................................. 13
  D. Submission of Tender ..............................................
  E. Opening and Evaluation of Tenders ................................
  F. Award of Contract .................................................. 14

Section 3. General Conditions of Contract (GCC) .................................. 15
  A. General ................................................................. 15
    1. Definitions ...................................................... 15
    2. Interpretation ................................................... 17
    3. Communications & Notices ..................................... 17
    4. Penalty Clause .................................................. 18
    5. Governing Law .................................................. 18
    6. Documents Forming the Contract and Priority of Documents .... 18
    7. Contract Agreement ............................................ 18
    8. Assignment ...................................................... 18
    9. Eligibility ....................................................... 19
    10. Gratuities / Agency fees ...................................... 19
    11. Confidential Details .......................................... 19
    12. Joint Venture (JV) ............................................. 19
    14. Working Hours ................................................ 19
    15. Welfare of Labourers ......................................... 19
    16. Child Labour .................................................... 19
    17. Corrupt, Fraudulent, Collusive or Coercive Practices ....... 20
    18. Liquidated Damages .......................................... 20

Section 4. Particular Conditions of Contract (PCC) ................................ 20

Annexure 1. Specifications for X-ray Films ........................................ 23
## Section 1. Instructions to Tenderers (ITT)

<table>
<thead>
<tr>
<th>A. General</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Scope of Tender</strong></td>
</tr>
<tr>
<td>1.1 The Purchaser named in the Tender Data Sheet (TDS) (hereinafter referred to as icddr,b) wishes to issue these Tender Documents for the supply X-ray films, as specified in the TDS.</td>
</tr>
<tr>
<td>1.2 The name of the Tender and the number and identification are stated in the TDS.</td>
</tr>
<tr>
<td>1.3 Unless otherwise stated, throughout this Tender Document definitions and interpretations shall be as prescribed in the Section 3: General Conditions of Contract.</td>
</tr>
<tr>
<td><strong>2. Interpretation</strong></td>
</tr>
<tr>
<td>2.1 Throughout this Tender Document</td>
</tr>
<tr>
<td>(a) the term “in writing” means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;</td>
</tr>
<tr>
<td>(b) if the context so requires, singular means plural and vice versa; and</td>
</tr>
<tr>
<td>(c) “day” means calendar days unless otherwise specified as working days;</td>
</tr>
<tr>
<td>(d) “Tender Document”, means the Document provided by a Purchaser to a Tenderer as a basis for the preparation of its Tender;</td>
</tr>
<tr>
<td>(e) “Tender”, depending on the context, means a Tender submitted by a Tenderer for delivery of Goods and Related Services to a Purchaser in response to an Invitation for Tender;</td>
</tr>
<tr>
<td><strong>3. Source of Funds</strong></td>
</tr>
<tr>
<td>3.1 The Purchaser has been allocated funds for procuring required number of X-ray films from the Global Fund to fight AIDS, TB and Malaria (GFATM) through National TB Control Program (NTP), Bangladesh</td>
</tr>
</tbody>
</table>

*Procurement of X-films under GFATM through NTP*
### 4. Corrupt, Fraudulent, Collusive, Coercive (or Obstructive in case of icddr,b) Practices

#### 4.1 icddr,b as well as the Tenderers and Contracts (including, sub-contractors, agents, personnel, consultants, and service providers) shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under this funds.

#### 4.2 For the purposes of ITT Sub Clause 4.3, the terms set forth below as follows:

(a) "corrupt practice" means offering, giving or promising to give, receiving, or soliciting either directly or indirectly, to any officer or employee of icddr,b or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by icddr,b in connection with a Procurement proceeding or Contract execution;

(b) "fraudulent practice" means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;

(c) "collusive practice" means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Procuring Entity, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying icddr,b the benefits of competitive price arising from genuine and open competition;

(d) "coercive practice" means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in the Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.

(e) "Obstructive practice" (applicable in case of icddr,b) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

#### 4.3 Should any corrupt, fraudulent, collusive, coercive (or obstructive in case of icddr,b) practice of any kind is determined by icddr,b or the Icddr,b, if applicable, this will be dealt in accordance with the provisions of the Public Procurement Act and Rules and Guidelines of the icddr,b as stated in the ITT sub-clause 3.3.
4.4 If corrupt, fraudulent, collusive, coercive (or obstructive in case of icddr,b) practices of any kind is determined by icddr,b against any Tenderer or Contracts (including sub-contractors, agents, personnel, consultants, and service providers) in competing for, or in executing, a contract under public fund:

(a) icddr,b shall exclude the concerned Tenderer from further participation in the concerned procurement proceedings;

(b) icddr,b shall reject any recommendation for award that had been proposed for that concerned Tenderer;

(c) icddr,b shall declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time;

(d) icddr,b shall sanction the concerned Tenderer or individual, at any time, in accordance with prevailing icddr,b' sanctions procedures, including by publicly declaring such Tenderer or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a icddr,b-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or Contractor, or service provider of an otherwise eligible firm being awarded a icddr,b-financed contract; and

(e) icddr,b shall cancel the portion of the loan allocated to a contract if it determines at any time that representatives of icddr,b or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that icddr,b financed contract, without icddr,b having taken timely and appropriate action satisfactory to the icddr,b to remedy the situation.

4.5 Tenderer shall be aware of the provisions on corruption, fraudulence, collusion, coercion as stated in GCC Clause 38.

4.6 In further pursuance of this policy, Tenderers, Contractors and their sub-contractors, agents, personnel, consultants, service providers shall permit icddr,b to inspect any accounts and records and other documents relating to the Tender submission and contract performance, and to have them audited by auditors appointed by icddr,b during the procurement or the execution of that icddr,b financed contract.
5. Eligible Tenderers

- Tenderers shall have the legal capacity to enter into the Contract under the Applicable law of Bangladesh.
- Tenderers [Sole distributor/Agent of the OEM/Suppliers] shall be enrolled in the relevant professional or trade organisations registered in Bangladesh.
- Tenderers shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin.
- Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a consultant or any of its affiliates which have been engaged by icddr,b to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the works to be performed under this Invitation for Tenders.
- Tenderers in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Sub Clause 4.4 (or obstructive practice, in case of icddr,b) in relation to the icddr,b Code of Conduct Guidelines in projects financed by icddr,b.
- Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
- Tenderers shall provide such evidence of their continued eligibility satisfactory to icddr,b, as icddr,b will reasonably request. Such as
- Have active exclusions in the System for Award Management (SAM) (https://www.sam.gov)
- Appear on the Specially Designated Nationals (SDN) and Blocked Persons List maintained by the U.S. Treasury for the Office of Foreign Assets Control, sometimes referred to as the “OFAC List” (http://www.treasury.gov/resource_center/sanctions /SDN-List/Pages/default.aspx)
- Tax shall be deducted from the Source as per Bangladesh Government rules [applicable for local purchase only].
- Tenderers shall have the up-to-date valid license(s), issued by the corresponding competent authority, as specified in the TDS.
## B. Tender Document

### 6. Tender Document: General

**6.1** The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Addendum issued under ITT Clause 11.
- Section 1 Instructions to Tenderers (ITT)
- Section 2 Tender Data Sheet (TDS)
- Section 3 General Conditions of Contract (GCC)
- Section 4 Particular Conditions of Contract (PCC)
- Section 5 Tender and Contract Forms

**6.2** The Purchaser may reject any tender submission if the Tender Document was not collected/received directly from the Purchaser.

**6.3** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as addendum to Tender Documents.

### 7. Clarification of Tender Document

**7.1** A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchasers address indicated in the **TDS**.

### 8. Pre-Tender Meeting

**8.1** Online Pre-Tender Meeting – Through Microsoft Teams.

**8.2** Date: December 18, 2023; 12:00 PM Bangladesh Time (GMT+6)

**8.3** Interested tenderers should communicate by e-mail to: masanwar@icddrb.org mentioning the Bid Reference “icddr,b/SCM/OTM/2023/10” in the email subject to participate in Pre-Tender Meeting.

### 9. Addendum to Tender Document

**9.1** At any time prior to the deadline for submission of Tenders, the Purchaser on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document or as a result of a Pre-Tender meeting, may revise the Tender Document by issuing an addendum.

## C. Qualification Criteria

### 10. General Criteria

**10.1** The Tenderer shall possess the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, specific experience, reputation, and the personnel, to perform the contract.

**10.2** In addition to meeting the eligibility criteria, as stated in ITT Clause 5, the Tenderer must satisfy the other criteria stated in this document.

### 11. Litigation History

**11.1** Litigation History in the past three years, if any, shall be declared by Tenderer.
<table>
<thead>
<tr>
<th>12. Experience Criteria</th>
<th>12.1 As per TDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Financial Criteria</td>
<td>13.1 Tenderers shall have the following minimum level of financial capacity of qualify for the supply, execution and performance of plant and services under the contract. Satisfactory resolution of all claims, arbitrations or other litigation cases and shall not have serious negative impact on the financial capacity of the Tenderer.</td>
</tr>
<tr>
<td>14. Personnel Capacity</td>
<td>14.1 The Tenderer shall have minimum level of personnel capacity to perform the supply and related service.</td>
</tr>
<tr>
<td>15. Technical Capacity</td>
<td>15.1 The Tenderer must submit necessary documents in support of their technical capability.</td>
</tr>
<tr>
<td>16. Joint Venture, Consortium or Association</td>
<td>16.1 Not applicable for this tender.</td>
</tr>
<tr>
<td>17. Subcontractor(s)</td>
<td>17.1 No subcontract will be allowed for this procurement.</td>
</tr>
</tbody>
</table>

**D. Tender Preparation**

<table>
<thead>
<tr>
<th>18. Only one Tender</th>
<th>18.1 Alternative proposal is accepted given the alternative supply method and/or offered product meets the timeline and quality parameters.</th>
</tr>
</thead>
<tbody>
<tr>
<td>19. Cost of Tendering</td>
<td>19.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.</td>
</tr>
<tr>
<td>22. Contents of Tender (Document establishing the tender’s qualification)</td>
<td>22.1 A certificate issued by the competent authority stating that the Tenderer has a valid Trade License, is a Tax payer having valid Tax Identification Number (TIN), Business Identification Number (BIN) and Certificate of Incorporation certificate where applicable.</td>
</tr>
<tr>
<td>23. Alternatives</td>
<td>23.1 Alternative proposal is accepted given the alternative supply method and/or offered product meets the timeline and quality parameters.</td>
</tr>
</tbody>
</table>
| 24. Tender Prices, Discounts & Price adjustment | 24.1 Tenderers shall quote for the product as specified in the Annexure-1. Quoted price must include cost of goods, logistics charges and cost of related services.  
24.2 Tenderers shall give a breakdown of the prices.  
24.3 Tenderers wishing to offer any unconditional discount shall specify in their Letter of Tender the offered discounts and the manner in which price discounts will apply. |
| 25. Tender Currency | 25.1 Tender currency will be in USD (US Dollars) or BDT (Bangladeshi Taka) |
| 26. Documents Establishing the Conformity of Equipment and Installation Services | Not Applicable for this tender |
| 27. Documents Establishing Eligibility of the Tenderer | 27.1 Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall:  
(a) complete the eligibility declarations in the Tender Submission Letter  
(b) complete the Tenderer Information. |
| 28. Validity Period of Tender | 28.1 60 days from the date of tender submission. |
| 29. Extension of Tender Validity | 29.1 In justified exceptional circumstances, before the expiration of the Tender validity period, the Purchaser may request to extend the validity for another 30 days. |
| 30. Tender Security | Not Applicable for this tender. |
| 31. Form of Tender security | Not Applicable for this tender. |
| 32. Authenticity of Tender Security | Not Applicable for this tender. |
| 33. Return of Tender Security | Not Applicable for this tender. |
| 34. Forfeiture of Tender Security. | Not Applicable for this tender. |
35. Format and Signing of Tender

35.1 Proposal submission in hard copies will not be accepted.
35.2 Tenderer will submit their proposal including both Technical and Financial proposal in a single PDF document to the following email: tender@icddrb.org within the bid submission deadline.
35.3 Tender Proposal must be password protected. Password should be communicated mentioning tender title and reference to Senior Manager, Supply Chain Management, icdrr,b email: mirza.masud@icddrb.org at the same time of tender submission. Failing to meet the conditions mentioned above, might lead the Tenderer to disqualification.

E. Tender Submission

36. Sealing, Marking and Submission of Tender

36.1 Submission will be done through Email.
36.2 **Tender proposal must be password protected.**

(a) Submission of un-protected document might lead the bid submission to disqualification.
(b) It is the Tenderer's responsibility to ensure compliance with the submission process. If the documentation or emails are not marked and submitted as per the instructions, icdrr,b will neither assume responsibility for the bid’s misplacement or premature opening nor guarantee the confidentiality of the Bid process. Incorrect submissions will result in the proposal being declared invalid.

37. Deadline for Submission of tenders

Deadline of the tender submission is **21st December 2023 by 3:00 PM Bangladesh Time (GMT+6).**

38. Late tender

Late submission will be disqualified.

39. Modification, Substitution or Withdrawal of Tenders

Not Allowed.

40. Tender Modification

Not Allowed.

41. Tender Substitution

Not Allowed.

42. Withdrawal of Tender

Not Allowed.

F. Tender Opening and Evaluation

43. Tender Opening

43.1 Tender shall be opened immediately after the deadline for submission of Tenders.
43.2 Tender Opening will not be conducted as “Public Opening”.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
</table>
| 44. Evaluation of Tenders | 44.1 Submitted offers shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.  
44.2 Proposals will be evaluated as per LCS [Lowest Cost Selection]. |
| 45. Evaluation Process | 45.1 Selection committee may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after the opening the tender. The following examination will be performed:  
(a) Preliminary Examination (eligibility screening)  
(b) Technical and financial Examination and Responsiveness. |
| 46. Preliminary Examination | The following will be considered as screening criteria:  
- Eligibility and legal documentation e.g.  
  i. Valid Trade License,  
  ii. Tax Identification Number (TIN),  
  iii. Business Identification Number (BIN)  
- 5 years’ experience in supplying similar goods/services  
- Bank Solvency certificate issued within last three (3) months, Bank Statement of past six (6) months or Audit Report supporting availability of a minimum liquidity of BDT 2,000,000 (Two million).  
- Authorization from the manufacturer/ Sole Distributor will be given preference.  
- Certificate of incorporation, as applicable. |
| 47. Tender Evaluation and Responsiveness | 47.1 The proposal must comply with the Specifications mentioned in the Annexure- 1 of Tender document.  
47.2 Proposals will be evaluated as per LCS [Lowest Cost Selection].  
Evaluation committee may select multiple tenderers based on the availability of stock and supply lead time. |
| 48. Delivery lead time and stock availability | 48.1 Tenderers are required to specify the exact date by which they commit to delivering the goods outlined in the tender.  
48.2 The tenderer is expected to clearly state the quantity of goods they have readily available in their stock to allow the evaluation committee to assess the feasibility of the proposed delivery schedule.  
48.3 Time is of the essence in the performance of this contract. Delivery dates and timelines specified herein are essential, and any failure to meet these deadlines shall be considered a material breach of the contract, entitling the non-breaching party to pursue remedies as provided in the section-3, clause 21 of GCC. |
<p>| 49. Restrictions on Disclosure of Information | 49.1 Following the opening of tender until issuance of Notification of Award no Tenderer shall, unless... |</p>
<table>
<thead>
<tr>
<th>50. Approval of Offer</th>
<th>50.1 Selection committee will authorise to recommend qualified proposals who best fit the project requirements.</th>
</tr>
</thead>
</table>
| 51. Clarification on Offer | 51.1 Selection Committee may ask Tenderers for clarification of their Offers on technical or financial issues, e.g. about the breakdowns of unit rates, to facilitate the examination and evaluation.  
51.2 The request for clarification by the Selection Committee and the response from the Tenderer shall be in writing. |
| 52. Correction of Arithmetical Errors | 52.1 Selection Committee is authorized to correct any arithmetic errors that are discovered during the examination of Tenders. |
| 53. Conversion to Single Currency | 53.1 For evaluation and comparison purposes, all costs will be converted under local currency (BDT) and foreign currency (USD). |
| 54. Financial Evaluation | 54.1 A tenderer who qualified, will be evaluated based on the responsiveness and lowest financial offer |
| 55. Price Comparison | 55.1 Selection Committee shall compare all responsive Tenders to determine the solution. |
| 56. Post-qualification | 56.1 Selection Committee may visit tenderer’s facility to verify the information and certification submitted by the tenderer, if necessary.  
56.2 Selection Committee shall contact the references given by Tenderers about their previous Supply experiences to verify, if necessary, statements made by them in their Tender and to obtain the most up-to-date information concerning the Tenderers. |
| 57. Negotiation | 57.1 Most competitive Tenderer will be negotiated for Price, delivery lead time and related services. |
| 58. Rejection of All Tenders | 58.1 icddr,b holds the right to reject all tenders without explaining any reason or clarification. |
| 59. Informing Reasons for Rejection | 59.1 Tender Cancellation notice will be circulated among tender participants. |

**G. Contract Award**

| 60. Award Criteria | 60.1 Successful Tenderer(s) will get notification from icddr,b through Notification of Intent (NOI).  
60.2 A Tenderer shall not be required, as a condition for award of contract, to undertake obligations not stipulated in the Tender Document, to change its price, or otherwise to modify its Tender. |
<table>
<thead>
<tr>
<th>60.3</th>
<th>icddrb reserves the right to award multiple tenderers given the availability of goods, supply lead time market dynamics.</th>
</tr>
</thead>
<tbody>
<tr>
<td>61. Notification of Award</td>
<td>61.1 NOI will be issued within Tender proposal validity date.</td>
</tr>
<tr>
<td></td>
<td>61.2 The NOI, attaching the contract to be signed, shall state: the acceptance of the Tender by the Purchaser; the price at which the contract is awarded; the amount of the Performance Security; the date and time within which the Performance Security shall be submitted; and</td>
</tr>
<tr>
<td></td>
<td>61.3 the date and time within which the contract shall be signed.</td>
</tr>
<tr>
<td></td>
<td>61.4 The NOI shall be accepted in writing by the successful Tenderer within three (3) working days from the date of issuance of NOI.</td>
</tr>
<tr>
<td></td>
<td>61.5 Until a formal contract is signed, the NOI constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.</td>
</tr>
<tr>
<td>62. Performance Guarantee/Bond</td>
<td>62.1 The Performance Guarantee/Bond shall be determined sufficient to protect the performance of the Contract.</td>
</tr>
<tr>
<td></td>
<td>62.2 Performance Guarantee/Bond shall be furnished by the successful Tenderer in the amount specified in the Tender.</td>
</tr>
<tr>
<td>63. Form and Time Limit for furnishing of Performance Guarantee/Bond</td>
<td>63.1 The Performance Guarantee/Bond shall be in the form of irrevocable Bank Guarantee or in the form of Pay order.</td>
</tr>
<tr>
<td></td>
<td>63.2 As early as possible from issue of the (NOI), the successful Tenderer shall furnish the Performance Guarantee/Bond.</td>
</tr>
<tr>
<td>64. Validity of Performance Guarantee/Bond</td>
<td>64.1 The Guarantee/Bond shall be required to be valid until a date twenty-eight (28) days after successfully delivered the goods.</td>
</tr>
<tr>
<td></td>
<td>64.2 If under any circumstances date of completion of the Supplier’s performance obligations under the Contract, including any warranty obligations is to be extended, the Performance Security shall correspondingly be extended for the extended period.</td>
</tr>
<tr>
<td>65. Authenticity of Guarantee/Bond</td>
<td>65.1 The Purchaser shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing irrevocable Bank Guarantee in specified format.</td>
</tr>
</tbody>
</table>
| 66. Contract Signing | 66.1 At the same time as the Purchaser issues the NOI, the Purchaser shall send the draft Contract Agreement and all documents forming the Contract.  
66.2 Within seven (7) days of the issuance of NOI, the successful Tenderer and the Purchaser shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.  
66.3 If the successful Tenderer fails to provide the required Performance Security, Purchaser shall proceed to award the Contract to the next evaluated Tenderer, and so on. |
| 67. Publication of Notification of Award of Contract | 67.1 Not applicable |
| 68. Debriefing of Tenderers | 68.1 Not applicable |
| 69. Right to Complain | 69.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Purchaser to fulfil its obligations in accordance. |
## Section 2. Tender Data Sheet (TDS)

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

| ITT 1.1 | The Purchaser is: icddr,b  
68 Shaheed Tajuddin Ahmed Sharani, Mohakhali, Dhaka 1212 |
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ITT 3</td>
<td>The source of funds: funded from Global Fund to Fight AIDS, TB and Malaria (GFATM) through National TB Control Programme (NTP)</td>
</tr>
</tbody>
</table>

### B. Tender Document

| ITT 9   | For clarification of Tender Document only, icddr,b’s address is:  
Attention: Senior Manager, Supply Chain Management  
Email address: tenderquery@icddrb.org |
|---------|---------------------------------------------------------------------|
| ITT 10  | **Pre-Tender Meeting: December 18, 2023; at 12:00 PM Bangladesh Time (GMT+6)**  
Online Pre-Tender Meeting – Through Microsoft Teams.  
Interested Tenderers should notify icddr,b about their interest of participating in the Pre-Tender session through email to masarwar@icddrb.org within 5:00 PM Bangladesh Time (GMT+6) by December 17, 2023. Please mention ‘Bid reference’ and ‘Interested in Pre-Tender Participation’ in the email subject.  
Interested participants will get Pre-Tender meeting link through email. |

### C. Qualification Criteria

| ITT 5   | **Mandatory Requirements:**  
• Regulatory and Legal documents required for conducting business.  
  o Valid Trade License,  
  o Tax Identification Number (TIN),  
  o Business Identification Number (BIN)  
• 5 years’ experience in supplying similar goods/services  
• Authorization from the manufacturer/ Sole Distributor will be given preference  
• Bank Solvency certificate issued within last three (3) months, Bank Statement of past six (6) months or Audit Report supporting availability of a minimum liquidity of BDT 2,000,000 (Two million).  
• Certificate of incorporation (if applicable)  
• Tender Proposal submission as per ITT Clause bid instruction |
|---------|---------------------------------------------------------------------|
| ITT 14  | **Experience of supply similar goods/services:**  
• Tenderer shall have proven record in supply of similar goods/services.  
  Tenderer must submit, PO/Contract document as proof of evidence against supply of at least one (1) similar item in last three (3) years. |
| ITT 25  | Alternative proposal shall be permitted. |
| ITT 26  | Tenderers shall quote for the entire supply on a single responsibility basis. |

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*Procurement of X-films under GFATM through NTP*
| ITT 26.5 | Incoterms: Delivery to NTP Central Warehouse, 250 bedded TB Hospital, Shyamoli, Dhaka and/or CPT Dhaka by AIR aligned with the delivery timeline. |
| ITT 26 | The prices quoted by the Tenderer shall be fixed for the duration of the Contract. |
| ITT 27 | Name of the currency: BDT/USD |
| ITT 5 | Manufacturer's authorization is: “Preferable”. |
| ITT 10 | The Tender validity period shall be 60 days. |

**Pre-Tender Session:**

Online Pre-Tender Meeting – Through Microsoft Teams.

Interested Tenderers should notify icdrr,b about their interest of participating in the Pre-Tender session through email to massarwar@icddrb.org on **17th December 2023**. Please mention 'Bid reference' and 'Interested in Pre-Tender Participation' in the email subject.

Interested participants will get Pre-Tender meeting link through email.

**E. Submission of Tender**

| ITT 39 | Bid proposal shall be addressed to:  
Director, Supply Chain Management  
Address: icdrr,b; 68 Shaheed Tajuddin Ahmed Sarani,  
Mohakhali, Dhaka 1212. |
| ITT 39 | Submission deadline. The deadline for submission of Tenders is **December 21, 2023 at 3.00 PM**, Bangladesh Time (GMT+6). |
| ITT 39 | Submission Method: Electronic Email.  
All Proposals must be submitted to Email: tender@icddrb.org, the ONLY ACCEPTABLE EMAIL ADDRESS for receipt of Proposals. No other recipient should be "Cc" or "Bcc" in the emailed Proposal submission.  
All email communications about this Tender must indicate the Subject Line: "Procurement of X-ray Films” with the Tender Reference # of the Email. All Proposals must be submitted in PDF files. |
| ITT 39 | Submission Method: Electronic Email to tender@icddrb.org |

**F. Opening and Evaluation of Tenders**

| ITT 45.1 | Proposal Opening will not be conducted as Public Opening. |

**G. Award of Contract**

| ITT 64 | a) Successful tenderer(s) shall submit a fixed amount of BDT 1,000,000 (Taka One Million) or equivalent US Dollar as Performance Guarantee within three (3) days after awarding the contract. |

*Procurement of X-films under GFATM through NTP*
b) The Guarantee/Bond shall be required to be valid until a date twenty-eight (28) days after successfully delivered the goods.

c) Performance Guarantee shall be returned to the supplier/contractor (with adding no interest) after twenty-eight (28) days of successfully delivered the goods.

ITT 72

The name and address of the office where complaints to the Purchaser are to be submitted is:

Attention: Senior Manager, Supply Chain Management

Email Address: tenderquery@icddrb.org

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Section 3. General Conditions of Contract (GCC)

A. General

1. Definitions

1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:

(a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial powers, approves the award of Contract for the Procurement of Goods, Works and Services.

(b) **Completion** means that the equipment (or a specific tasks are specified in the Contract) have been completed operationally and structurally.

(c) **Completion Certificate** means the Certificate issued by icddr,b as evidence that the Contractor has executed the services in all respects as per specifications and Conditions of Tender.

(d) **Completion Date** is the actual date of completion of equipment and installation service certified by icddr,b.

(e) **Contract Agreement** means the Agreement entered into between icddr,b and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to supply and install Plant & Equipment

(f) **Contract Price** means the price payable to the supplier.

(g) **Day** means calendar day unless otherwise specified as working days.

(h) **Defect** is any part of the Works not completed in accordance with the Contract.
(i) **Effective Date** means the date of fulfillment of all conditions of the Contract Agreement, from which the Time for Completion shall be counted.

(j) **Equipment** means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Facilities.

(k) **Facilities** means the equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract. It also includes any ancillary building or infrastructure that needs to be constructed/built/erected to support the plant.

(l) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more.

(m) **Installation Services** means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc. as the case may require.

(n) **Month** means calendar month.

(o) **Original Contract Price** is the Contract Price stated in icddr,b’s Notification of Intent.

(p) **Procuring Entity/Employer/Purchaser** means, as the context so applies, an Entity having administrative and financial powers to undertake procurement of equipment and Physical services who employs the Contractor to carry out the contractual obligations.

(q) **Site** means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the PCC as forming part of the Site.

(r) **Subcontractor** means a person or corporate body, who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

(s) **Time for Completion** means the time within which Completion of the Facilities as a whole (or of a part of the
| Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, in accordance with the relevant provisions of the Contract.  
(t) Writing means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.  

2. Interpretation  

2.1 In interpreting the GCC, singular also means plural, male also means female or neuter, and the other way around. Headings in the GCC shall not be deemed part thereof or be taken into consideration in the interpretation or construance of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.  

2.2 Entire Agreement.  
The Contract constitutes the entire agreement between the icddrb and the Supplier and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement.  

2.3 Non-waiver.  

(a) No relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.  

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.  

2.4. Severability  
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.  

2.5. Sectional completion  
If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).  

3. Communications & Notices  

3.1 Communications between Parties such as notice, request or consent required or permitted to be given or made by one party to the other.
pursuant to the Contract shall be in writing to the addresses specified in the PCC.

3.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

3.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

4. Penalty Clause

4.1 icddr,b may deduct maximum 10% of the outstanding bills from the invoice when the successful Tenderer does not supply within the time stipulated in the work/purchase order. icddr,b may purchase the materials and shall recover the differential expenditure for the purchase from the party, if necessary, from their receivable bills. As a penalty, icddr,b can blacklist the party by terminating the Contract and also can forfeit his Performance Guarantee lying with the buying organization. The invoice will incorporate any penalties that might need to be enforced, based on the terms and conditions stated in this tender document.

5. Governing Law

5.1 The Contract shall be governed by and interpreted in accordance with the laws of the People’s Republic of Bangladesh.

5.2 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in English. Supporting documents and printed literature that are part of the Contract may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, such translation shall govern.

5.3 The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Documents Forming the Contract and Priority of Documents

6.1 The following documents forming the Contract shall be interpreted in the following order of priority:
   (a) the signed Contract Agreement
   (b) the Notification of Intent;
   (c) the completed Tender and the Annexure to the Tender;
   (d) the Price Schedule
   (e) Selection Technical Specifications;
   (f) Technical response template
   (g) Any other document forming part of the Contract.

7. Contract Agreement

7.1 The parties shall enter into a Contract Agreement within seven (7) days from the date of issuance of the Notification of Intent (NOI).

8. Assignment

8.1 Neither the Contractor nor the Employer shall assign, in whole or in part, its obligations under the Contract; except with the Employer’s prior written approval.
<table>
<thead>
<tr>
<th>9. Eligibility</th>
<th>9.1 The Contractor shall have the nationality of a country other than that specified in the PCC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Gratuities / Agency fees</td>
<td>10.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those included in the Contract, shall be given or received in connection with the procurement process or in the Contract execution.</td>
</tr>
<tr>
<td>11. Confidential Details</td>
<td>11.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.</td>
</tr>
<tr>
<td></td>
<td>11.2 The Employer shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the specification or other work and services required for the performance of the Contract.</td>
</tr>
<tr>
<td>12. Joint Venture (JV)</td>
<td>12.1 Under this tender, JV is not allowed.</td>
</tr>
<tr>
<td>13. Safety, Security and Protection of the Environment</td>
<td>13.1 The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein:</td>
</tr>
<tr>
<td></td>
<td>(a) take all reasonable steps to safeguard the health and safety of all workers working on the Site and other persons entitled to be on it, and to keep the Site in an orderly state;</td>
</tr>
<tr>
<td></td>
<td>(b) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.</td>
</tr>
<tr>
<td>14. Working Hours</td>
<td>14.1 The Contractor shall not perform any work on the Site on the weekly holidays, or during the night or outside the normal working hours, or on any religious or public holiday, without the prior written approval of the Project Manager.</td>
</tr>
<tr>
<td>15. Welfare of Labourers</td>
<td>15.1 The Contractor shall comply with all the relevant labour Laws applicable to the Contractor’s personnel relating to their employment, health, safety, welfare, immigration and shall allow them all their legal rights.</td>
</tr>
<tr>
<td>16. Child Labour</td>
<td>16.1 The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child’s education, or to be harmful to the child’s health or physical, mental, spiritual, moral, or social development in compliance with the applicable laws and other relevant treaties ratified by the government.</td>
</tr>
</tbody>
</table>
17. Corrupt, Fraudulent, Collusive or Coercive Practices

17.1 icddr,b requires that the Contractor shall observe the highest standard of ethics during the execution of the Contract.

18. Liquidated Damages

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

Section 4. Particular Conditions of Contract (PCC)

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

| GCC 1.1 | The Contractor is |
|         | [Name, address, and name of authorized representative] |

| GCC 1.2 | The Employer is |
|         | [Name, address, and name of authorized representative] |

| GCC 1.3 | The Site is located at [location] and is defined in drawings No: [insert numbers] |

| GCC 1.4 | icddr,b’s address for the purpose of communications under this contract is: |
|         | Contact person: |
|         | Address: |
|         | Tel: |
|         | Fax: |
|         | Email address: |

| GCC 2.1 | Other documents forming part of the Contract are; |
| GCC 2.2 | Materials, Equipment Plants and supplies shall not have their origin in the following countries:  
          | [state countries, if applicable] |
|---------|---------------------------------------------------------------------------------|
| GCC 2.3 | Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s):  
          | [state date or dates of possession of site, if applicable] |
| GCC 2.4 | The Contractor agrees to supply spare parts for a period of [insert years], if applicable  
          | The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. |
| GCC 3.1 | The Contractor shall commence work on the Facilities within [insert date] from the Effective Date for determining Time for Completion as specified in the Contract Agreement. |
| GCC 3.2 | The time for completion of the whole of the facilities within [insert date] from the effective date as described in the contract agreement. |
| GCC 3.3 | A Subcontractor that is a national of, or registered in, the following countries are not eligible:  
          | [state countries, if applicable] |
| GCC 3.4 | Nominated Subcontractor(s) named below;  
          | [insert name(s)]  
          | shall be entitled to execute the following specific components of the Works  
          | [state none, if not applicable] |
| GCC 4.1 | icddr,b may deduct 5% of the outstanding bills from the invoice when the successful Tenderer does not supply within the time stipulated in the work/purchase order.  
          | icddr,b may purchase the materials and shall recover the differential expenditure for the purchase from the party, if necessary, from their receivable bills. As a penalty, icddr,b can blacklist the party by terminating the Contract and also can forfeit his Security Deposit lying with the Centre. The invoice will incorporate any penalties that might need to be enforced, based on the terms and conditions stated in this tender document |

**Liquidated Damage**

Guide to application of GCC Sub Clause 21 above

[Liquidated damages is equivalent to an amount to be determined in accordance with the following formulae  

\[ T = V \times P \times n \]  

Where:  

\[ T = \text{Total amount of Liquidated Damages} \]  
\[ V = \text{Contract Value of undelivered Goods or any part thereof, delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable} \]  
\[ P = \text{Percent-rate at which the Liquidated Damages shall be imposed per day of delay} \]  

Procurement of X-films under GFATM through NTP
\[ n = \text{No of days delayed for delivery of the undelivered Goods or any part thereof, after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable.} \]

<table>
<thead>
<tr>
<th>GCC 4.2</th>
<th>The Guarantee Test of the Facilities shall be successfully completed within [insert days] from the date of Completion.</th>
</tr>
</thead>
<tbody>
<tr>
<td>GCC 4.3</td>
<td>Applicable (amount or rate) for the bonus for early Completion: [NOT APPLICABLE]</td>
</tr>
<tr>
<td>GCC 4.3</td>
<td>The amount to be withheld for late submission of an updated Programme is: [NOT APPLICABLE]</td>
</tr>
<tr>
<td>GCC 4.4</td>
<td>The critical components covered under the extended defect liability are [insert components, the period shall be [number of years, which shall not exceed five (5) years] [The Employer should not extend the Defect Liability Period beyond the period prescribed in GCCS Sub-Clause 42.2, except where it is commercial practice for critical components in that type of Facilities, and in which case the relevant period shall be specified in the PCC under GCC Sub-Clause 27.1] [The provision should be used only when an extended defect liability is requested] [the components should either be mentioned herein or a reference should be made to the related paragraph in Section 6 (Employer's Requirements)]</td>
</tr>
<tr>
<td>GCC 4.5</td>
<td>The performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended defect liability to cover the Contractor's extended defect liability in accordance with the provision in the PCC, pursuant to GCC Sub-Clause 42.10.</td>
</tr>
</tbody>
</table>
|GCC 72.2 | (i) The Contract shall be governed by and construed in accordance with the laws of the People's Republic of Bangladesh Settlement of Disputes:  

i. Amicable settlement: icddr,b and the supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation  

ii. Arbitration: If the parties are unable to reach a settlement as per (i) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either party may give notice to the other party of its intention to commence arbitration. The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and the venue for the Arbitration will be icddr,b, Mohakhali, Dhaka and the decision of the arbitrator shall be final and binding on the parties. |
Annexure 1. Specifications for X-ray Films

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Specifications of MEDICAL DRY FILM</td>
</tr>
<tr>
<td></td>
<td>- Features: Low fog, high sharpness, high max density, bright tone and conveniently to use.</td>
</tr>
<tr>
<td></td>
<td>- Compatible for instant use with HQ-460DY thermal printer connected with Perlove Digital X-ray machines.</td>
</tr>
<tr>
<td></td>
<td>- Quantity: 1,12,000 sheets or 1120 boxes (100 sheets/box)</td>
</tr>
<tr>
<td></td>
<td>- Size: 11 x 14 in. (28 x 35 cm)</td>
</tr>
<tr>
<td></td>
<td>- Expiry and shelf life of goods: 2 years from the date of manufacturing</td>
</tr>
<tr>
<td></td>
<td>- Manufacturing period: Not more than three (03) months before the delivery date (preferable)</td>
</tr>
<tr>
<td></td>
<td>- Delivery location: NTP Central Warehouse, 250 bedded TB Hospital, Shyamoli, Dhaka</td>
</tr>
</tbody>
</table>

Annexure 2. Shipment and Payment

Schedule No. 1 - Goods Supplied from Local delivery basis and/or at CPT Dhaka by Air

1. Price: Price quoted shall be on local delivery at NTP Central Warehouse, 250 bedded TB Hospital, Shyamoli, Dhaka and/or at CPT Shahjalal International Airport Dhaka By Air.
2. All prices/rates quoted in the Proposal must be inclusive of any Tax or Sales tax.
4. Mode of payment: Net 30 days for local delivery basis and LC At Sight for the tender proposal submitted on CPT Dhaka basis.
5. Payment method: BEFTN/TT/LC.
6. Marine Insurance: To be covered by icdr,b for only CPT price proposal.
7. VAT: Price proposal offered in BDT shall be inclusive of VAT.
Annexure 3. Price Quotation Format for tender participants

Quotation Summary: X-ray Films Compatible for instant use with HQ-460DY thermal printer connected with Perlove Digital X-ray machines

<table>
<thead>
<tr>
<th>Item</th>
<th>UOM</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>X-ray Films</td>
<td>PKT</td>
<td>1,120</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Product Cost including AIT:

Shipping charge (applicable for CPT proposal)

Discount [if Any]

VAT Percentage & Amount:

Grand Total:

Procurement of X-films under GFATM through NTP
Template of Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Signed by, for and on behalf of the Employer

For the Employer:

Signature
Print Name
Title
In the presence of Name
Address

For the Contractor:
Template of Bank Guarantee for Performance Security

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

Contract No: 

Date:

To: 

[Name and address of Employer]

PERFORMANCE GUARANTEE No: [insert Performance Guarantee number]

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

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

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

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

[Signatures of authorized representatives of the bank]

Signature

Seal
Authorized Signature [*In full and initials*]: __________________________

Name and Title of Signatory: ________________________________________

Company Seal/stamp: _______________________________________________