

**REQUEST FOR QUOTATIONS/ SHOPPING
– SUPPLY of GOODS**

Government of the People's Republic of Bangladesh

Ministry of Local Government, Rural Development & Cooperatives

Local Government Division

**Loan 3705-BAN: Urban Primary Health Care Services Delivery Project-Additional Financing
(UPHCSDP-AF)**

Project Management Unit (PMU)

Printing of

**BCC materials for 45 PAs
under UPHCSDP-II**

Shopping Method


Issued on: 16 March, 2025

Request for Quotation/ Shopping for Package No. GD-75

Purchaser: UPHCSDP-AF

Country: Bangladesh

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 **Khondoker Md Nazmul Huda Shamim**
Project Director (Joint Secretary)
UPHCSDP-II, Local Govt. Division
Ministry of LGRD & Cooperatives

SHOPPING FOR GOODS

REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title: Urban Primary Health Care Services Delivery Project-Additional Financing (UPHCSDP-AF)

Source of Funding: Loan-Asian Development Bank (ADB)

Package Title: **Printing of BCC materials for 45 PAs under UPHCSDP-II**

Package/Contract No.: **GD-75**

Date of Issue of Request: 16 March, 2025

To: [As per list of potential suppliers]

1. The Project Director of **Urban Primary Health Care Services Delivery Project-Additional Financing (UPHCSDP-AF)**, (Purchaser) hereby requests you to submit price quotation(s) (Shopping Method) for printing and supply of **BCC materials for 45 PAs** under UPHCSDP-II

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications, Form of Quotation** and draft **Contract**.

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:

- (a) you/your firm are/is not a citizen/national of an ADB member country, or
- (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
- (c) you/your firm are/is owned by the Purchaser, or
- (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or
- (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council under Chapter VII of the Charter of the United Nations.

3. To be qualified, you must have legal capacity and eligibility to enter into Contract and preferably have experience as a manufacturer or authorized supplier or sub-supplier of the items covered by this **Request for Quotation** (Shopping Method) and, as evidence, you should also attach a document of your experience as supplier or sub-supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract. In addition, you should also attach relevant documents to demonstrate having adequate manufacturing/supply capacity/availability of ready stock of the quantities offered by you.
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be for **full quantities of relevant items** as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be in Bangladesh Taka.

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Khondoker Md Nazmul Huda Shamim
Project Director (Joint Secretary)
UPHCSDP-II, Local Govt. Division
Ministry of LGRD & Cooperatives

- (b) The prices should be quoted for supply and delivery to the final places of destination listed in the Distribution List and should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information in English for each item quoted, including names and addresses of firms providing after-sales service facilities in the final places of destination as per Distribution List.
- (c) You shall submit only one set of quotations for the above item(s) in hard copy delivered to the office of the Purchaser. Your quotation must be typed or written in indelible ink and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (d) Your quotation(s) should be valid for a period of 30 (Thirty) days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years.

Submission and Opening

- (e) Your **Form of Quotation** with the priced **Supply and Delivery Schedule** should be submitted by **23 March, 2025 at 1:00 PM (following Location)** with the required documents **MUST** be submitted in hard copy to the following address:

Purchaser's Address:

For Hardcopy Submission: **Attn: Khondoker Md Nazmul Huda Shamim**
Project Director (Joint Secretary)
Urban Primary Health Care Services Delivery Project-Additional
Financing
Room no. 622, Nagar Bhaban (South), 6th Floor
5, Phoenix Road, Fulbaria,
City: Dhaka, ZIP Code: 1000
Country: Bangladesh
Telephone: 02-223380917
E-mail: shamim6706@gmail.com

- (f) Quotations shall be opened in public, in the presence of participating suppliers' representatives who choose to attend, **at 1:30 PM Dhaka time on the same day** and at the same address mentioned in (f) above *and, records of the quotation opening will be circulated by e-mail among bidders that submitted quotation.*

Evaluation and Comparison

- (g) Quotations determined to be substantially responsive to this **Request for Quotation** (Shopping Method) will be evaluated by comparison of their offered price for all items with required quantities. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (h) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
- where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (i) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** (Shopping Method) and who has offered the lowest price as a total of all items against required quantities.
- (j) The Supplier whose quotation has been accepted will be notified by the Purchaser within quotation validity period through the return of a copy of the Form of Quotation with Acceptance signed by the authorized representative of the Purchaser.
- (k) The successful Supplier shall sign the Contract governed by the Contract Terms and Conditions. The contract price shall include local sales taxes including Value Added Tax (VAT) applicable in Bangladesh (Purchaser's country) which will be deducted at source by the Purchaser as per government rules.

5. Further information can be obtained from:

Attn: Khondoker Md Nazmul Huda Shamim

Project Director (Joint Secretary)

Urban Primary Health Care Services Delivery Project-Additional Financing

Room no. 622

Nagar Bhaban (South), 6th Floor

5, Phoenix Road, Fulbaria,

City: Dhaka

ZIP Code: 1000

Country: Bangladesh

Telephone: 02-223380917

6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation** (Shopping Method). However, ADB's approval of such advance action is with the explicit understanding that it does not commit ADB to approve the project and loan, and that future ADB financing depends on compliance with ADB's procedural requirements.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

¹ Any such disclosure shall be forwarded by the Purchaser to ADB.

- (a) Name of Institution: _____
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): _____
- (c) Reason for the debarment, ineligibility, or blacklisting: _____
9. You/your firms, joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.
- If so charged or convicted, please state details:²
- (a) Nature of the offense/violation: _____
- (b) Court/Area of jurisdiction: _____
- (c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____
- (d) Other relevant details:
10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.

(Khondoker Md Nazmul Huda Shamim)
 Project Director (Joint Secretary)
 Phone: 02-223380917

Attachment 1

SUPPLY AND DELIVERY SCHEDULE

Item No.	Item Name & Brief Description	Unit	Quantity Required	Quantity Offered	Unit Price in BDT in Figure	Total Price in BDT	Required /Offered Delivery Period
a	b	c	d	e	f	g = e x f	h
1	<u>Nutrition Card</u> Health Record (Child)	Pcs	1,35,000				Within 30 days from contract signing
		Unit Price in BDT in Word:					
2	<u>Pregnancy Card</u> Health Record (Women)	Pcs	1,35,000				Within 30 days from contract signing
		Unit Price in BDT in Word:					
3	<u>GMP Card</u> Health Record (Boy /Child)	Pcs	1,35,000				Within 30 days from contract signing
		Unit Price in BDT in Word:					
4	<u>GMP Card</u> Health Record (Girl/Child)	Pcs	1,35,000				Within 30 days from contract signing
		Unit Price in BDT in Word:					
5	<u>Distribution Charge</u> 45 PA areas	PA	45				Within 30 days from contract signing
		Unit Price in BDT in Word:					

Notes:

- All columns from "e" to "h" for offered item(s) must be clearly typed with confirmed delivery schedule for offered Quantity.
- Along with the quotation, the Supplier shall also submit catalogue or equivalent documentation in hard copy or softcopy mentioning the detail specifications and features of each offered item/product and corresponding manufacturer/distributor authorization (including country of origin and manufacture).
- The Supplier shall submit detail specifications of the offered goods/ product(s) complying with the above requirements supported by appropriate test report/result(s) from relevant laboratory/ institution of international standards.

Destination(s) /Delivery Point(s)³ to which delivery to be completed within delivery period:

Sl. No	Partnership Area	PA NGOs	Number of PHCCs	GMP Card Health Record (Girl /Child)	Nutrition Card Health record (Child)	GMP Card Health Record (Boy/Child)	Pregnancy Card Health Record (Women)	Total
1	DSCC PA-1	Shimantik	6	4800	4800	4800	4800	19200
2	DSCC PA-2	BAPSA	6	4800	4800	4800	4800	19200
3	DSCC PA-3	DAM	6	4800	4800	4800	4800	19200
4	DSCC PA-4	PSTC	6	4800	4800	4800	4800	19200
5	DSCC PA-5	Shimantik	4	3200	3200	3200	3200	12800
6	DSCC PA-6	ADAMS	3	2700	2700	2700	2700	10800
7	DNCC PA-1	Nari Maitree	5	4000	4000	4000	4000	16000
8	DNCC PA-2	Nari Maitree	7	5600	5600	5600	5600	22400
9	DNCC PA-3	DAM	5	4000	4000	4000	4000	16000
10	DNCC PA-4	BAPSA	4	3200	3200	3200	3200	12800
11	DNCC PA-5	UTPS	6	4800	4800	4800	4800	19200
12	DNCC PA-6	PSTC	3	2700	2700	2700	2700	10800
13	CCC PA-1	Chattogram CC	5	4000	4000	4000	4000	16000
14	CCC PA-2	MAMATA	5	4000	4000	4000	4000	16000
15	CCC PA-3	Chattogram CC	5	4000	4000	4000	4000	16000
16	RCC PA-1	DAM	5	4000	4000	4000	4000	16000
17	RCC PA-2	Nari Maitree	5	4000	4000	4000	4000	16000
18	KCC PA-1	ADAMS	6	4800	4800	4800	4800	19200
19	KCC PA-2	BAPSA	6	4800	4800	4800	4800	19200
20	SCC PA-1	Shimantik	7	5600	5600	5600	5600	22400
21	BCC PA-1	Shimantik	4	3200	3200	3200	3200	12800
22	CoCC PA-1	DAM	6	4800	4800	4800	4800	19200
23	RaCC PA-1	Light house	3	2400	2400	2400	2400	9600
24	GCC PA-1	FPAB	2	2000	2000	2000	2000	8000
25	GCC PA-2	UTPS	2	2000	2000	2000	2000	8000
26	GCC PA-3	PSKP & PPS	3	2400	2400	2400	2400	9600
27	MCC PA-1	PSTC	3	2400	2400	2400	2400	9600
28	SM PA-1	Tilottama	3	2400	2400	2400	2400	9600
29	KM PA-1	Kustia Municipality	2	1600	1600	1600	1600	6400
30	KsM PA-1	Nari Moitree	2	1600	1600	1600	1600	6400
31	GM PA-1	Gopalganj Municipality	2	1600	1600	1600	1600	6400
32	TARM PA-1	Tarabo Municipality	2	1600	1600	1600	1600	6400
33	FARM PA-1	PSTC	3	2400	2400	2400	2400	9600
34	SARM PA-1	RIC	2	1600	1600	1600	1600	6400

³An Exemption Pass will be issued by to allow suppliers to go through checkpoint if delivery is scheduled during lockdown.

35	NETM PA-1	Padakhep	2	1600	1600	1600	1600	6400
36	BENM PA-1	UNNAYAN	2	1600	1600	1600	1600	6400
37	KURM PA-1	RIC	2	1600	1600	1600	1600	6400
38	GAIM PA-1	ESDO	2	1600	1600	1600	1600	6400
39	JAGM PA-1	RTM	2	1600	1600	1600	1600	6400
40	DERM PA-1	RTM	2	1600	1600	1600	1600	6400
41	LAKM PA-1	SAMAHAR	2	1600	1600	1600	1600	6400
42	PIRM PA-1	UNNAYAN	2	1600	1600	1600	1600	6400
43	COXM PA-1	PADAKHEP	3	2400	2400	2400	2400	9600
44	JAPM PA-1	PADAKHEP	2	1600	1600	1600	1600	6400
45	PATM PA-1	UNNAYAN	2	1600	1600	1600	1600	6400
Total			167	135000	135000	135000	135000	540000

Terms and Conditions of Delivery:

1. The delivery shall commence immediately from the date of signing the contract, and all delivery shall be complete with the offered delivery period.
2. Inspection of delivered goods and acceptance will be provided by the Purchaser's nominated official(s)/committee/team at the destinations/delivery points as per template given below (Annexure-A).
3. For acceptance of delivered goods (products) by the Purchaser as per specifications, the Supplier shall arrange, when request, testing of random samples to validate the quality of goods by 3rd Party Laboratory/ institution preferably in Bangladesh acceptable to the Purchaser. Expenses of testing shall be borne by the Supplier.
4. Supplier may deliver goods via courier transport or any other means of transportation by communication with designated Project Manager or Project Management Unit.

Sr	Name of Goods Item	Unit Description	Quantity (Number/Unit)	Remarks

This is to confirm that the above Goods have been supplied and related services if any provided by the supplier with quality and specifications mentioned in the Contract.

Signature, Name, Designation and Date of Purchaser's nominated official(s) committee/team:

Signature	Name	Designation	Date	Mobile

Annexure - A

Government of the People's Republic of Bangladesh
Urban Primary Health Care Services Delivery Project-Additional Financing
Ministry of Local Government, Rural Development & Cooperative
Local Government Division

Memo No.

Date:

**Inspection and Acceptance of Delivered Goods
Under Contract No. GD-75**

Name of Supplier:

Date(s) of Delivery:

Date(s) of Inspection and Acceptance:

Name and address of the office receiving goods:

The following Goods have been delivered by the supplier, and accepted by the institution:

Sl.	Name of Goods/Item	Brief Description	Quantity (Numbers/Set)	Remarks

This is to confirm that the above Goods have been supplied and related services (if any) provided by the supplier with quantity and specification mentioned in the Contract.

Signature, Name, Designation and Date Purchaser's nominated official(s) /committee/team:

Official/ Member of Team	Official/ Member of Team	Official/ Member of Team
Signature:	Signature:	Signature:
Name:	Name:	Name:
Designation:	Designation:	Designation:
Date:	Date:	Date:
Mobile:	Mobile:	Mobile:

Attachment-2

TECHNICAL SPECIFICATIONS

Sl	Size and Description	Specification Offered
01	<p><u>Nutrition Card</u> <u>Health Record (Child)</u> Size: 11 x 8 inch paper: 300 gsm art card Printing: 1/4 Color Single Creasing & folding 4 colors</p>	
02	<p><u>Pregnancy Card</u> <u>Health Record (Women)</u> paper: 300 gsm art card Printing: 1 / 4 Color Size: 20.75 x 8 (4 Folding) Single Creasing & folding 4 colors</p>	
03	<p><u>GMP Card</u> <u>Health Record (Boy /Child)</u> paper: 300 gsm art card Printing: 1 / 4 Color Size: 17.50 x 9.5 (5 Folding) Single Creasing & folding 4 colors</p>	
04	<p><u>GMP Card</u> <u>Health Record (Girl/Child)</u> paper: 300 gsm art card Printing: 1 / 4 Color Size: 17.50 x 9.5 (5 Folding) Single Creasing & folding 4 colors</p>	

Attachment-3
TECHNICAL SPECIFICATIONS

FORM OF QUOTATION (Goods)

_____ (Date)

To: _____ [Purchaser's Name]
_____ [Purchaser's Address]

We offer to execute the: **Printing of BCC materials for 45 PAs under UPHCSDP-II**, Package/Contract Number: **GD-75** in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency] _____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** (Shopping Method) document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional): _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser **within 3 working days** from receipt.

Name of Purchaser : _____
Authorized Signature: _____
Name of Signatory: _____
Title of Signatory: _____
Date : _____

CONTRACT

Name of Country: Bangladesh

Project Name: Urban Primary Health Care Services Delivery Project-Additional Financing (UPHCSDP-AF)

Name of Contract: **Printing of BCC materials for 45 PAs under UPHCSDP-II**

Package/Contract Number: **GD-75**

This Contract is entered into on ___[date]___ day of ___[month]___, ___[year]___, between ___[name of Purchaser]___ (hereinafter called "the Purchaser") on the one part, and ___[name of Supplier]___ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation (Shopping Method) for **Printing of BCC materials for 45 PAs under UPHCSDP-II**, Package/Contract Number: **GD-75** to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of ___ [amount in words] ___ [amount in figures] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation, with Supply and Delivery Schedule;**
 - b) **Contract Terms and Conditions;** and
 - c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Bangladesh on the date indicated above.

Signature and seal of the Purchaser:

For and on behalf of

Signature and seal of the Supplier:

For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

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CONTRACT TERMS AND CONDITIONS

Name of Contract: **Printing of BCC materials for 45 PAs under UPHCSDP-II**

Package/Contract Number: **GD-75**

Purchaser: **Project Director, UPHCSDP-AF**

1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

- 3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

- 4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding offered delivery period from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

Supplier confirms compliance with above specifications.

9. Delivery and Documents

9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

10. Taxes and Duties

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

11. Payment

11.1 Payment of the contract price shall be made in the following manner:

- (a) 90% within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents; and
- (b) 10% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

12. Warranty

12.1 Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility _____

Address _____

14. Resolution of Disputes

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the Bangladesh.

15. Failure to Perform

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

16. Force Majeure

16.1 The supplier shall not be liable for penalties 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.

(a) 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 not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(b) 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 Force Majeure event.

17. Termination Due to Integrity Violation

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

19. Suspension of ADB Loan or Credit

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

(a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.

(b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.