CONTRACT AGREEMENT

CONTRACT FOR THE PRINTING AND SUPPLY OF COM BOOKLET OF RELI PROJECT OF SDF.

e-GP Tender/Proposal ID: 885577

Package no. G 50.0 (RELIP)

IDA Credit No. 6876–BD

Project: Resilience, Entrepreneurship and Livelihood Improvement (RELI) Project

Between

Social Development Foundation (SDF)
22/22, Khilzi Road, Mohammadpur, Dhaka-1207,
Bangladesh

And

Hasan Color Printing and Packaging
217 Fakirapool, 1st Lane, Motijheel, Dhaka-1000

Dated: 24/01/2024

Hasan Color Printing & Packaging
Date.....
217, Fakirapool, Motijheel, Dhaka-1000

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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Social Development Foundation (SDF)

22/22, Khilzi Road, Mohammadpur, Dhaka-1207, Bangladesh

Project: Resilience, Entrepreneurship and Livelihood Improvement (RELI) Project
IDA Credit No. 6876–BD

Contract Number: SDF/Proc./G-50.0(RELIP)/COM Booklet/2023/316 Date: 24/01/2024

Contract Agreement for the Printing and Supply of COM Booklet of RELI Project of SDF. Package No. G 50.0 (RELI), Tender/Proposal ID: 885577

THIS AGREEMENT made on the 24th day of January, 2024 between **Dr. Amitavh Sarker, Managing Director, Social Development Foundation (SDF),** 22/22, Khilzi Road, Mohammadpur, Dhaka-1207, Bangladesh (hereinafter called "the Procuring Entity") of the one part and Mr. Ashif Hasan, General Manager, **Hasan Color Printing & Packaging**, 217, Fakirapool, 1st Lane, Motijheel, Dhaka-1000, Bangladesh (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Entity (PE) invited e-Tenders for certain goods and related services, viz, **Printing and Supply of COM Booklet of RELI Project** of SDF and has accepted a Tender by the Printing and Supply of **COM Booklet** of RELI Project of SDF in the sum of **BDT 23,99,231 (Twenty-three lac ninety-nine thousand two hundred thirty-one taka)** only including VAT & Taxes and other relevant costs (hereinafter called "the Contract Price").

Hasan Color Printing & Packaging
Date.....
217, Fakirapool, Motijheel, Dhaka-1000

"দেশপ্রেমের শপথ নিন, দুর্নীতিকে বিদায় দিন"

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

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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 Award;
   (c) The Tender and the appendices to the Tender;
   (d) Particular Conditions of Contract;
   (e) General Conditions of Contract;
   (f) Technical Specifications;
   (g) Drawings;
   (h) Price Schedules, Delivery Schedule and Schedule of Requirements 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 Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Bangladesh on the day, month and year first written above.

For the Procuring Entity:

24/01/2024

Dr. Amitavh Sarker
Managing Director
Social Development Foundation (SDF)
22/22, Khilzi Road, Mohammadpur,
Dhaka-1207, Bangladesh

For the Supplier:

Hasan Color Printing & Packaging
Date.....
217, Fakirpool, Motijheel, Dhaka-1000

24/01/2024

Mr. Ashif Hasan
General Manager,
Hasan Color Printing & Packaging
217, Fakirapool, 1st Lane, Motijheel,
Dhaka-1000, Bangladesh
e-mail: hasancolor12@gmail.com
Mobile: 01795747121

In the presence of:

24.01.2024

Name: Md. Anarul Islam
Designation: Manager, Procurement
Social Development Foundation (SDF)
22/22, Khilzi Road,
Mohammadpur, Dhaka-1207, Bangladesh

24/01/2024

Name: Muhammad Shahidul Hassan
Designation: Deputy Manager, Procurement
Social Development Foundation (SDF)
22/22, Khilzi Road,
Mohammadpur, Dhaka-1207, Bangladesh

In the presence of:

Md. Jakir Hossain
24.01.2024

Name: Md. Jakir Hossain
Designation: Manager Marketing
Hasan Color Printing & Packaging
217, Fakirapool, 1st Lane, Motijheel,
Dhaka-1000, Bangladesh

Md. Shafiqul Islam Babu
24.01.2024

Name: Md.Shafiqul Islam Babu
Designation: Manager Marketing
Hasan Color Printing & Packaging
217, Fakirapool, 1st Lane, Motijheel,
Dhaka-1000, Bangladesh

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(b) The Notification of Award (NOA)

সোশ্যাল ডেভেলপমেন্ট ফাউন্ডেশন (এসডিএফ)
Social Development Foundation (SDF)
অর্থ মন্ত্রণালয়ের আর্থিক প্রতিষ্ঠান বিভাগের অধীনস্থ একটি স্বায়ত্তশাসিত সংস্থা

Memo No: SDF/RELI/Proc/G-50/COM Booklet/2023/4288 Date: 31/12/2023

Notification of Award (NOA)

To : Mr. Ashif Hasan, General Manager, **Hasan Color Printing & Packaging**, 217, Fakirapool, 1st Lane, Motijheel, Dhaka-1000.
Subject : **Printing and Supply of COM Booklets (17250 nos) of RELI Project of SDF**
Project : Resilience, Entrepreneurship and Livelihood Improvement (RELI) Project
Package No : G 50.0 (RELIP) and IDA Credit No. 6876-BD; **EGP ID No: 885577**
Reference : IFT No: SDF/RELI/Proc./G-50/COM Booklet/2023/3456; Date: 25/10/2023

This is to notify you that your Tender dated 12/11/2023 for the **Printing and Supply of COM Booklet (17250 nos) of RELI Project of SDF**; Package No. G 50.0 (RELIP) under Resilience, Entrepreneurship and Livelihood Improvement (RELI) Project for the contract price as mentioned below in accordance with the Instruction to Tenderers, has been accepted by the authority as follows:

Description of the Goods	Quantity	Total Price
Printing & Supply of COM Booklets (Part-1: 5750 nos + Part-2: 5750 nos + Part-3: 5750 nos = 17250 nos) of RELI Project of SDF. Package No. G 50.0 (RELIP) and IDA Credit No. 6876-BD; EGP ID No: 885577	**As per tender documents**	**BDT 23,99,231.00 (Twenty-three lac ninety-nine thousand two hundred thirty-one only) including VAT, Taxes & relevant costs.**

You are thus requested to take following actions:

i. Accept in writing the Notification of Award within seven (7) days of its issuance.
ii. Furnish a performance security in the specified format and in the amount of BDT 2,39,923.00 (Two lac thirty nine thousand nine hundred twenty three only) within fourteen (14) days of acceptance of NOA but not later than 14/01/2024, in accordance with ITT Clause 60. The Performance Security must be valid at least up to warranty period of the goods in accordance with ITT clause 62.
iii. Sign the contract within twenty-eight (28) days of issuance of NOA but not later than 28/01/2024, in accordance with ITT Clause 64.2

You may proceed with supply of goods and related services only upon completion of the above tasks. Please note that this NOA shall constitute the formation of the contract which shall become binding upon you.

The draft contract is enclosed herewith for your perusal and signature.

31/12/2023

(Dr. Amitavh Sarker)
Managing Director

Copy for information to:
1. Director, Finance & Procurement, SDF.
2. Office copy.

22/22 Khilji Road, Mohammadpur, Dhaka-1207
Phone: PABX: 41022521, 41022522, 41022523, 41022524, Fax: 41022525, E-mail: md@sdfbd.org, Website: www.sdfbd.org

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(c) The Tender and the appendices to the Tender
(As per tender document embedded on e-GP System)

(d) Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.	
GCC Clause	**Amendments of, and Supplements to, Clauses in the General Conditions of Contract**
GCC 1.1(k)	The Procuring Entity is Represented by: **"Social Development Foundation (SDF)"** **The Managing Director** Social Development Foundation (SDF) 22/22, Khilzi Road, Mohammadpur, Dhaka-1207.
GCC 1.1(p)	**The site(s)/ point(s) of delivery is/are:** Delivery schedule is mentioned in the documents of (h) **Price Schedules, Delivery Schedule and Schedule of Requirements.**
GCC 5.1(j)	The following documents shall also be part of the Contract: None
GCC 11.1	For **notices**, the Procuring Entity's contact details shall be: Attention: **Dr. Amitavh Sarker** Managing Director Address: **Social Development Foundation (SDF)** 22/22, Khilzi Road, Mohammadpur, Dhaka-1207. Telephone : +88-02-41022521-4, Facsimile No.: +88-02-41022525 Web : www.sdfbd.org
	For **notices**, the Supplier's contact details shall be: Attention: Mr. Ashif Hasan, General Manager Address: **Hasan Color Printing & Packaging** 217, Fakirapool, 1st Lane, Motijheel, Dhaka-1000. Telephone/Cell Phone: 01795747121 Electronic mail address: hasancolor12@gmail.com
GCC 18.1	The scope of Supply and delivery will be completed within **42 days** **i.e. 04th March, 2024.**
GCC 22.2	The packing, marking and documentation within and outside the packages shall be: if required.
GCC 23.1	The documents to be furnished by the Supplier shall be as follows: a. 4 (Four) Copy of Supplier's invoice showing goods' description, quantity, unit price, total amount; b. 4 (Four) Copy of Delivery note/ Challan after completed delivery and acceptance report against each destination. c. Manufacturer's/ Supplier's warranty certificate. d. Inspection certificate issued by the nominated inspection agency (or SDF) and/ or the supplier's factory inspection report. (if any) e. Certificate of origin (if any).

Hasan Color Printing & Packaging ★ 217, Fakirapool, Motijheel, Dhaka-1000 ★ Date.....

GCC 25.1	**The Contract price is BDT 23,99,231.60 (Twenty-three lac ninety-nine thousand two hundred thirty-one point Sixty taka) only including VAT & Taxes and other relevant costs.**
GCC 25.2	The Prices charged for the Goods supplied and the Related services to be performed shall not be adjustable.
GCC 27.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **(a) Currency:** Bangladesh Taka **(b) Payment Through:** After completion of delivery of goods, then Social Development Foundation (SDF) will be issue A/C pay cheque in favour of **details Following:** a) A/C Name: **Hasan Color Printing & Packaging** b) A/C Number: 10811100017140 c) Routing Number: 235274243 d) Name of the Bank: Premier Bank Limited e) Address: Motijheel Branch, Dhaka **(c) Advance Payment:** Not Applicable **(d) On Delivery and Acceptance:** 100% of the contract price of the goods shall be paid upon submission of documents specified in the GCC clause 23.1 within 30 (thirty) days of submission of claim by the supplier with the acceptance certificate issued by the purchaser. The payment will be made in the following manner: **i.** After completion of the supply of the goods, the Supplier shall submit an original and three (3) copies invoice to submit by the Purchaser. The invoice shall show the cost of the goods and VAT/Taxes separately. **ii.** Payment against VAT/Taxes and other impositions shown in the Supplier's invoice shall be made in advance by the Supplier, who shall then submit the Treasury Challan, which has been paid through the Bangladesh Bank.
GCC 27.3	Payments shall be made in no case later than the days **30** days after submission of an invoice or request for payment by the Supplier, and after the SDF has accepted it.
GCC 27.5	The payment-delay period after which the Procuring Entity shall pay interest to the supplier shall be **90 (ninety)** days after submission of an invoice or request for payment by the Supplier, and after the SDF has accepted it. The interest rate that shall be applied is 0.035% per day.

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GCC 32.1	***The inspections and tests shall be Goods:*** Printing and Supply of **COM Booklets (17250 nos)** of RELI Project of SDF. **Phases of tests:** Both Pre-delivery (optional) & Post–delivery inspection (Mandatory). **Type of test:** Ensuring conformity with the technical specifications & related Requirements. **Inspection conducted:** By the inspection agency/Representatives to be nominated by SDF. **Time or milestone:** a) Purchaser will conduct Pre-delivery inspection after getting notice from the supplier. (if required) b) Purchaser will conduct Post-delivery inspection after getting the delivery. **Place:** a) At Supplier's Warehouse/Store as informed by the supplier. b) At Purchaser's destination point. **Procedure:** Sample Based/Each Item.
GCC 33.3	**The period of validity of the Warranty/After Sales Service shall be:** Replacement and free service warranty will be for six months.
GCC 33.6	The Supplier shall correct any defects covered by the Warranty within 2 (two) weeks of being notified by the SDF of the occurrence of such defects.
GCC 35.1	The amount of Liquidated Damages is **0.10 of ONE (1) percent** of the contract value of the undelivered Goods or any part thereof delivered after expiry of the Delivery and Completion Schedule or extended Delivery and Completion Schedule, as applicable, **per day of delay.**
	The maximum amount of liquidated damages shall be ten **(10%)** percent for liquidated damages of the Contract Price.
GCC 47.2(b)	The name of the Adjudicator: Director, Finance & Procurement, SDF
GCC 47.3(b)	Arbitration shall take place in: Dhaka, Bangladesh

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(e) General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined term:

(a) **The Bank** means International Development Association (IDA)

(b) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;

(c) **Contract Agreement** means the Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;

(d) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;

(e) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract;

(f) **Day** means calendar days unless otherwise specified as working days;

(g) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Procuring Entity in accordance with the terms and conditions set forth in the Contract;

(h) **GCC** mean the General Conditions of Contract;

(i) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves;

(j) **Government** means the Government of the People's Republic of Bangladesh;

(k) **Procuring Entity** is the party who employs the Supplier to supply the goods and as specified in the **PCC**.;

(l) **Related Services** means Services linked to the supply of Goods contracts;

(m) **PCC** means the Particular Conditions of Contract;

(n) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;

(o) **Supplier** is the party whose Tender to supply the goods under contract has been accepted by the Procuring Entity;

(p) **Site** means the point(s) of delivery named in the **PCC**

(q) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

(r) **Verified Report** means the report submitted by the Procuring Entity to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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2. Contract Documents

2.1 Subject to the order of precedence set forth in the GCC Sub-Clause 5.1, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 The Government and The Bank requires that Procuring Entity, as well as Suppliers (including its suppliers, manufacturers, sub-contractors, agents, personnel, consultants, and service providers), shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

3.2 The Government requires that Procuring Entities, as well as Suppliers shall, during the execution of Contracts under public funds, ensure that neither it nor any other member of its staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in GCC Sub -Clause 3.3

3.3 For the purpose of GCC Sub-clause 3.2 the terms –

(a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Procuring Entity or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an actor decision or method followed by a Procuring Entity 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, noncompetitive levels, thereby denying a Procuring Entity the benefits of competitive price arising from genuine and open competition; or

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

(e) **obstructive practice** 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; and also means acts intended to materially impede the exercise of the inspection and audit rights provided for under GCC Sub-Clause 3.6.

3.4 Should any corrupt, fraudulent, collusive, coercive or obstructive practice of any kind, in competing for or in executing the Contract, is determined by the Procuring Entity, then the Procuring Entity may, upon giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.1

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3.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Procuring Entity against the Supplier alleged to have carried out such practices, the Procuring Entity shall proceed under GCC Clause 42.4

3.6 The Supplier (including its manufacturers, sub-contractors, agents, personnel, consultants and service providers) shall permit the Procuring Entity and the Bank to inspect the Supplier's accounts and records and other documents relating to the submission of the Tender and Contract performance.

4. Interpretation

4.1 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 construction thereof or of the Contract. Words have their normal meaning under the English language unless specifically defined.

4.2 **Entire Agreement**

(a) The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 5.1(i) .

4.3 **Amendment**

(a) No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorised representative of each party thereto.

4.4 **Non-waiver**

(a) Subject to GCC Sub-Clause 4.4(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

4.5 **Severability**

(a) 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.

5. Documents Forming the Contract and the order of precedence

5.1 The following documents forming the Contract shall be in the following order of precedence, namely:

(a) the signed Contract Agreement;
(b) the Notification of Award;
(c) The Tender and the appendices to the Tender;
(d) Particular Conditions of Contract;
(e) General Conditions of Contract;
(f) Technical Specifications;
(g) Drawings;

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(h) Price Schedules and Schedule of Requirements and;
(i) Other document including correspondences listed in the PCC forming part of the Contract.

6. Eligibility

6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

6.2 All Goods and Related Services to be supplied under the

Contracts all have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

7. Governing Language

7.1 The Contract shall be written in English language. Correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity may be written in English or Bangla language. 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 language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

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

8. Governing Law

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

9. No fees/Gratuities

9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.

10. Use of Contract Documents and Information

10.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

10.2 Any document, other than this Contract itself, enumerated in GCC Clause 10.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

11. Communications and Notices

11.1 Communications between Parties (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**.

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

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

12. Trademark, Patent and Intellectual Property Rights

12.1 The Procuring Entity should not be liable for any infringement of intellectual property rights arising from use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the Procuring Entity free and harmless against such claims and shall not be in contravention of Trademark Ordinance, 2008 and Patent and Design Act, 1911.

13. Copyright

13.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

14. Assignment of Rights

14.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Procuring Entity's prior written consent.

15. Sub contracting

15.1 Any subcontracting arrangements made during contract implementation and not disclosed at the time of the Tendering shall not be allowed.

15.2Subcontracting of any portion of the Goods shall not relieve the Tenderer from any liability or obligations that may arise from its performance.

15.3Supplier shall retain full responsibility for the contract and cannot pass any contractual obligations to the subcontractor and under no circumstances assignment of the contract to the subcontractor be allowed.

15.4 Subcontractors shall comply with the provisions of GCC Clause 3 and 6.

16. Supplier's Responsibilities

16.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply as stated under GCC Clause 18 and the Delivery and Completion schedule, as stated under GCC Clauses 23 and 24 in conformity with the provisions of the Contract Agreement.

17. Procuring Entity's Responsibilities

17.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other license from local public authorities, the Procuring Entity may, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. However, the supplier shall bear the costs of such permits and/or licenses. On the other hand, the Procuring Entity shall pay all costs involved in the performance of its responsibilities, in accordance with the contract.

17.2 The Procuring Entity shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price under

17.3 the provisions of the Contract at the times and manner prescribed in the Contract Agreement.

18. Scope of Supply

18.1 Subject to the **PCC**, the Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.

18.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as

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being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

19. Amendment to Order

19.1 The Procuring Entity may make an amendment to Order for necessary adjustment within the general scope of the contract in any one or more of the following aspects in order to fully meet the requirement of the Contract:

(a) Drawing, design or specifications of the goods, provided that:

i. The goods to be furnished are to be specifically manufactured for the government in accordance therewith;

ii. The change is an improvement of the goods and advantageous to the Government;

iii. It is done at no extra cost; and

iv. It is not prejudicial to the losing Tenderers in the sense that such change/s could not have been foreseen during the conduct of the tendering and would have significantly affected the other tenderer's tender;

(b) The place of delivery;

(c) The place of performance of the services;

(d) Additional items needed and necessary for the protection of the goods procured, which were not included in the original contract.

19.2 Such amendment may or may not result to an increase or a decrease of the contract price, and/or an extension or reduction of the delivery period. However, the amendment should not have the result of changing the subject matter of the contract or the specifications of the goods or services, in any material aspect and to such an extent that, if introduced during the Tendering stage, may have had a significant effect on other Tenderer's tender, because this situation would actually require another tendering activity.

20. Instances When Amendment to Order May be Issued

20.1 The Procuring Entity may issue amendments order at any time during contract implementation, through a notice as stated under GCC Clause 11, provided that such adjustment is required to fully meet the requirements of the contract. Any of the following circumstances may serve as basis for such amendment/s:

(a) Emergency cases, fortuitous events or unforeseen contingencies arising during contract implementation, and such contingencies have an impact on the procurement at and, such as:

i. Changes in the conditions affecting the contract, e.g., a change in the place of delivery;

ii. Time is of the essence in the implementation of the contract, and any changes require immediate implementation; and

iii. Additional requirements have been identified as necessary for the protection of the goods procured, such as changes in the packaging of the goods, or

iv. additional items have become necessary to ensure that the goods are sufficiently protected from the elements;

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(b) When the contract does not reflect the real intention of the parties due to mistake or accident, and the amendment is necessary to reflect the party's intention; and

(c) Other analogous circumstances that could affect the conditions of the procurement at hand

21. Adjustments in Contract Price and/or Delivery Schedule in Amendment to Order

21.1 If an amendment to order increases or decreases the cost of, or the time required for executing any part of the delivery under the original contract, an equitable adjustment in contract price and/or delivery schedule should be mutually agreed upon between parties concerned, and the contract should be modified as stated under GCC Clause 46

21.2 If the amendment to order consists of additional items, the price adjustment shall be based on the unit price in the original contract for items of goods similar to those in the original contract. If the contract does not contain any rate applicable to the additional items, then suitable prices shall be mutually agreed upon between the parties, based on prevailing market prices.

21.3 It is required, however, that any increase in contract price must not exceed ten percent (10%) of the original contract price.

22. Packing and Documents

22.1 The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract and in accordance with existing industry standards. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Clause 22.1, including additional requirements, if any, specified in the **PCC**, and in any subsequent instructions ordered by the Procuring Entity.

22.3 The outer packaging must contain a "Packing List" which must reflect the actual contents of the package.

23. Delivery and Documents

23.1 Subject to GCC Sub-Clause 19, the Delivery of the Goods and completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6: Schedule of Requirements. The documents to be furnished by the Supplier shall be specified in the **PCC**.

24. Acceptance

24.1 Acceptance by the Procuring Entity shall be processed not later than fourteen (14) days from receipt of the goods at final destination in the form of an Acceptance Certificate, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier as stated under GCC Clause 31 and GCC Clause 32. In such cases the Acceptance Certificate will be issued

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only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity under GCC Clause 31 and GCC Clause 32.

24.2 The appropriate Technical Inspection and Acceptance Committee of the Procuring Entity must commence the inspection and acceptance process within twenty-four (24) hours from delivery of the goods, and shall complete the same as soon as practicable.

25. Contract Price

25.1 The Contract Price shall be specified in the **PCC**.

25.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the price as stated under GCC Sub-Clause 25.1, with the exception of any change in price resulting from a Change Order issued under GCC Clause 19, or if applicable, adjustments authorized in accordance with the price adjustment provision specified in the **PCC**.

26. Transportation

26.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements, defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any. These costs shall be included in the Contract Price.

27. Terms of Payment

27.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the **PCC**.

27.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents as stated under GCC Clause 23 and 24 and upon fulfilment of any other obligations stipulated in the Contract.

27.3 Payments shall be made promptly by the Procuring Entity, but in no case later than the days indicated in the **PCC** after submission of an invoice or request for payment by the Supplier, and after the procuring Entity has accepted it.

27.4 Payment shall be made to the Supplier under this Contract shall be in Bangladeshi Taka .

27.5 In the event that the Procuring Entity fails to pay the Supplier any payment by its respective due date or within the period set forth in the **PCC**, the Procuring Entity shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the **PCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

28. Insurance

28.1 The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until

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their final acceptance by the Procuring Entity.

29. Taxes and Duties

29.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Procuring Entity.

30. Performance Security

30.1 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

30.2 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than Thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract and the issuance of certification to that effect by the Procuring Entity, including any warranty obligations as stated under GCC Clause 33, unless specified otherwise in the **PCC,** provided that there are no claims filed against the supplier.

31. Specifications and Standards

31.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 7, Technical Specification and in Section 8, Drawings, if any.

31.2 If there is no applicable standard, the goods must conform to the authoritative standards appropriate to the good's country of origin. Such standards must be the latest issued by the concerned institution.

31.3 Subject to the GCC Clause 19, the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.

31.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated under GCC Clause 19.

32. Inspections and Tests

32.1 The Procuring Entity shall have the right to test the Goods to confirm their conformity to the Contract specifications. The **PCC** and Technical specifications shall specify what tests the Procuring Entity requires and where they are to be conducted. The supplier shall at its own expense and at no cost to the Procuring Entity, carry out all such tests of the Goods and related services as are specified in the Contract.

32.2 The Supplier shall provide the Procuring Entity with a report of the results of any such test.

32.3 The Procuring Entity may engage external agents for the purpose of conducting inspection of Goods, provided that the Procuring Entity shall bear all of its costs and expenses.

32.4 The Procuring Entity or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 32.1, provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance.

32.5 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain

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from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

32.6 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

32.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice under GCC Sub-Clause 32.5.

32.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report as stated under GCC Sub-Clause 32.2, shall relieve the Supplier from any warranties or other obligations under the Contract.

33. Warranty

33.1 The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the Procuring Entity provides otherwise under GCC Clause 19.

33.2 The Supplier further warrants that the all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.

33.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months, in the case of supplies, and one (1) year, in the case of equipment, after performance of the contract or other such period as may be specified in the **PCC**.

33.4 The warranty periods may vary among the various items and lots. The warranty for Goods delivered ahead will lapse earlier than the succeeding deliveries.

33.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty.

33.6 Upon receipt of such notice, the Supplier shall, within the period specified in the **PCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

33.7 If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 33.6, the Procuring Entity may proceed to call upon the Performance security

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without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

33.8 Performance Security under GCC Clause no 30 shall only be released after the lapse of the warranty period, provided that the goods supplied are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

(a) A patent defect, which is one that is apparent to the buyer on normal observation. It is an apparent or obvious defect.

i. For example, a ball pen that does not write is patently defective.

(b) A latent defect, which is one that is not apparent to the buyer by reasonable observation. A latent defect is "hidden" or one that is not immediately determinable.

i. For example, a ball pen that writes .75 kilometers instead of the expected 1.5 kilometers, has a latent defect.

34. Delays in Delivery and Extensions of Time

34.1 The Supplier must deliver the Goods or perform the services procured within the period prescribed by the Procuring Entity, as specified in the Contract.

34.2 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services as stated under GCC Clause 23, the Supplier shall promptly notify the Procuring Entity in writing. It must state therein the cause/s and duration of the expected delay. The Procuring Entity shall decide whether and by how much to extend the time. In all cases, the request for extension should be submitted before the lapse of the original delivery date.

34.3 Within twenty-one (21) days of receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may grant time extensions, if based on justifiable grounds, without liquidated damages.

34.4 The Procuring may extend up to twenty percent (20%) of the original contract time, above 20% of the original contract time approval of Head of Procuring Entity (HOPE) shall be required, in which case the extension shall be ratified by the Parties by amendment of the Contract as stated under GCC Clause 46.

34.5 Except in the case of Force Majeure, as provided under GCC Clause 38, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages as stated under GCC Clause 35, unless an extension of time is agreed upon, under GCC Sub-Clause 34.3.

35. Liquidated

35.1 Subject to GCC Clause 34 and 38, if the , if the Supplier fails to

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deliver any or all of the Goods by the Date(s) of delivery and/or perform the Related Services within the period specified in the Contract as stated under GCC Clause 23, the Procuring Entity shall , without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the **PCC** of the delivered price of the delayed Goods or unperformed / Related Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those **PCC**. Once the maximum is reached, the Procuring Entity may terminate the Contract as stated under GCC Clause 42.

36. Limitation of Liability

36.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement of patent and intellectual property rights, if applicable, the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply, to the cost of repairing or replacing defective equipment or, to any obligation of the Supplier to pay liquidated damages to the Procuring Entity.

37. Change in Laws and Regulations

37.1 Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, under GCC Clause 25

38. Definition of Force Majeure

38.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

(a) which is beyond a Party's control;

(b) which such Party could not reasonably have provided against before entering into the Contract;

(c) which, having arisen, such Party could not reasonably have avoided or overcome; and

(d) which is not substantially attributable to the other Party.

38.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;

(ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war; riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel

(iii) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and

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(iv) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity;
(v) freight embargoes;
(vi) acts of the Government in its sovereign capacity.

39. Notice of Force Majeure

39.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

39.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

39.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

40. Duty to Minimize Delay

40.1 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.

40.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

41. Consequences of Force Majeure

41.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

41.2 The Procuring Entity may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to force majeure as defined in the contract.

41.3 Delivery made either upon the lifting or the expiration of the suspension order. However, if the procuring Entity terminates the contract as stated under GCC clause 42, resumption of delivery cannot be done.

41.4 Head of Procuring Entity determines the existence of a force majeure that will be basis of the issuance of suspension of order.

41.5 Adjustments in the delivery or contract schedule and/or contract price, including any need to modify contract under GCC Clause 46.

42. Termination for Default

42.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(a) Outside of force majeure, the Supplier fails to deliver or perform any or all of the GOODS within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay;

(b) As a result of force majeure, the Supplier is unable to deliver or perform any or all of the GOODS, amounting to at least ten percent (10%) of the contract price, for a period of not less

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than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c) The Supplier fails to perform any other obligation under the Contract;

(d) If the Supplier, in the judgment of the Procuring Entity has engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 3, in competing for or in executing the Contract;

(e) When deductable amount due to liquidated damage reaches its maximum as stated under GCC Clause 35.

42.2 Termination of a contract for default is without prejudice to other remedies available to the Procuring Entity for breach of contract, such as payment of liquidated and other damages, if there are grounds for the latter.

42.3 In the event the Procuring Entity terminates the Contract in whole or in part, as stated under GCC Clause 42.1, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

42.4 In the event as stated under GCC Clause 42.1(d), the Procuring Entity shall,

(a) terminate the Supplier's employment under the Contract and cancel the contract, after giving 14 days' notice to the Supplier and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.1

(b) declare, at its discretion, the concerned Person to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.

43. Termination for insolvency

43.1 The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

44. Termination for Convenience

44.1 The Procuring Entity, by written notice sent to the supplier, may terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for the procuring Entity's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.

44.2 Any of the following circumstances may constitute sufficient grounds to terminate a contract for conveniences:

(a) If Physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Head of Procuring Entity;

(b) The Head of Procuring Entity has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, change in laws and government policies;

(c) Funding for the contract has been withheld or reduced;

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(d) Any circumstances analogous to the foregoing.

44.3 The GOODS that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For GOODS not yet performed and/or ready for delivery, the Procuring Entity may elect:

(a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

45. Procedures for Termination of Contracts

45.1 The following provisions shall govern the procedures for termination of this Contract as stated under GCC Clauses 42,43 and 44:

(d) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(e) Upon recommendation by the Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

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

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

iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

iv. special instructions of the Procuring Entity, if any.

(f) The Notice to Terminate shall be accompanied by a copy of the Verified Report;

(g) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;

(h) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;

(i) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the

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ground(s) stated in the Notice to Terminate; and

(j) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

46. Contract Amendment

46.1 Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

46.2 The Procuring Entity, in accordance with their Delegation of Financial Powers, may amend the Contract to reflect the changes introduced to the Original terms and Conditions of the Contract.

47. Settlement of Disputes

47.1 Amicable Settlement:

(a) The Procuring Entity and the Supplier shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

47.2 Adjudication

47.3 If the Supplier /Procuring Entity believe that amicable settlement of dispute is not possible between the two parties, the dispute shall be refereed to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement;

47.4 The Adjudicator named in the **PCC** is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the **PCC** shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party;

47.5 The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it;

47.6 The supplier shall make all payments (fees and reimbursable expenses) to the Adjudicator, and the Procuring Entity shall reimburse half of these fees through the regular progress payments;

47.7 Should the Adjudicator resign or die, or should the Procuring Entity and the Supplier agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Procuring Entity and the Supplier. In case of disagreement between the Procuring Entity and the Supplier the Adjudicator shall be designated by the Appointing Authority designated in the **PCC** at the request of either party, within fourteen (14) days_of receipt of a request from either party.

47.8 Arbitration

(a) If the Parties are unable to reach a settlement under GCC Clause 47.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement,

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then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 47.3(b);

(b) The arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the **PCC**.

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(f) **Technical Specifications**

(As per tender document)

Sl. No.	Standard Technical Specification
(1)	**Name of item: COM Booklet (Part-1) (Chapter 1 to 6)** Number of pages (inner): 248 pages (124 sheet). (Approx.) Booklet Size: 11inch × 8.5 inch. Cover: Minimum 300 gsm Art Card Glossy Lamination with four colors printing. Design: Cover page and inner set-up layout and design will be made by supplier in consultation with concern personnel of SDF and share the draft with SDF for comments and suggestions and prepare final design of COM Booklet and obtain approval for printing. Inner paper: Minimum 80 gsm offset (must be high quality paper with minimum brightness 75) with one color printing. Printing: Offset high quality print (using super gloss ink) Binding: Juse sewing and special bindings (Auto Glue Binding) (As per sample). **Quantity: 5750 Nos. Booklets** Sample: Sample copy (without print) must be submitted between Invitation for Tender (IFT) publishing & closing date as per required technical specification of SDF.
(2)	**Name of item: COM Booklet (Part-2) (Chapter 7 to 11)** Number of pages (inner): 189 pages (95 sheet). (Approx.) Booklet Size: 11inch × 8.5 inch. Cover: Minimum 300 gsm Art Card Glossy Lamination with four colors printing. Design: Cover page and inner set-up layout and design will be made by supplier in consultation with concern personnel of SDF and share the draft with SDF for comments and suggestions and prepare final design of COM Booklet and obtain approval for printing. Inner paper: Minimum 80 gsm offset (must be high quality paper with minimum brightness 75) with one color printing. Printing: Offset high quality print (using super gloss ink) Binding: Juse sewing and special bindings (Auto Glue Binding) (As per sample). **Quantity: 5750 Nos. Booklets** Sample: Sample copy (without print) must be submitted between Invitation for Tender (IFT) publishing & closing date as per required technical specification of SDF.
(3)	**Name of item: COM Booklet (Part-3) (Chapter 12 to 16)** Number of pages (inner): 205 pages (103 sheet) (Approx.) Booklet Size: 11inch × 8.5 inch. Cover: Minimum 300 gsm Art Card Glossy Lamination with four colors printing. Design: Cover page and inner set-up layout and design will be made by supplier in consultation with concern personnel of SDF and share the draft with SDF for comments and suggestions and prepare final design of COM Booklet and obtain approval for printing. Inner paper: Minimum 80 gsm offset (must be high quality paper with minimum brightness 75) with one color printing. Printing: Offset high quality print (using super gloss ink) Binding: Juse sewing and special bindings (Auto Glue Binding) (As per sample). **Quantity: 5750 Nos. Booklets** Sample: Sample copy (without print) must be submitted between Invitation for Tender (IFT) publishing & closing date as per required technical specification of SDF.

Printing & Packaging
Date.....
Liverpool, Motijheel, Dhaka-1000

(g) Drawings (Not Applicable)

Hasan Color Printing & Packaging
Date.....
217, Fakirerpool, Motijheel, Dhaka-1000

(h) Price Schedules,

Sl. No.	Description	Quantity	Unit Price	Total Price
01	COM Booklet (Part-1) (Chapter 1 to 6) Rangpur Regional Office.	1080	158.561	1,71,245.880
02	COM Booklet (Part-1) (Chapter 1 to 6) Jessore Regional Office.	1353	158.561	2,14,533.033
03	COM Booklet (Part-1) (Chapter 1 to 6) Mymensingh Regional Office.	1219	158.561	1,93,285.859
04	COM Booklet (Part-1) (Chapter 1 to 6) Barisal Regional Office.	929	158.561	1,47,303.169
05	COM Booklet (Part-1) (Chapter 1 to 6) Comilla Regional Office.	851	158.561	1,34,935.411
06	COM Booklet (Part-1) (Chapter 1 to 6) SDF Headquarter, Dhaka	318	158.561	50,422.398
07	COM Booklet (Part-2) (Chapter 7 to 11) Rangpur Regional Office.	1080	124.616	1,34,585.280
08	COM Booklet (Part-2) (Chapter 7 to 11) Jessore Regional Office.	1353	124.616	1,68,605.448
09	COM Booklet (Part-2) (Chapter 7 to 11) Mymensingh Regional Office.	1219	124.616	1,51,906.904
10	COM Booklet (Part-2) (Chapter 7 to 11) Barisal Regional Office.	929	124.616	1,15,768.264
11	COM Booklet (Part-2) (Chapter 7 to 11) Comilla Regional Office.	851	124.516	1,05,963.116
12	COM Booklet (Part-2) (Chapter 7 to 11) SDF Headquarter, Dhaka	318	124.516	39,596.088
13	COM Booklet (Part-3) (Chapter 12 to 16) Rangpur Regional Office.	1080	134.101	1,44,829.080
14	COM Booklet (Part-3) (Chapter 12 to 16) Jessore Regional Office.	1353	134.101	1,81,438.653
15	COM Booklet (Part-3) (Chapter 12 to 16) Mymensingh Regional Office.	1219	134.101	1,63,469.119
16	COM Booklet (Part-3) (Chapter 12 to 16) Barisal Regional Office.	929	134.101	1,24,579.829
17	COM Booklet (Part-3) (Chapter 12 to 16) Comilla Regional Office.	851	134.101	1,14,119.951
18	COM Booklet (Part-3) (Chapter 12 to 16) SDF Headquarter, Dhaka	318	134.101	42,644.118
Total Price: Twenty-Three Lakh Ninety-Nine Thousand Two Hundred and Thirty-One point Sixty taka including VAT & Tax and other relevant costs				23,99,231.60

Delivery Schedule and Schedule of Requirements

Sl	Name of Office	Part-1	Part-2	Part-3
1	Rangpur Regional Office	1080	1080	1080
2	Jashore Regional Office	1353	1353	1353
3	Mymensingh Regional Office	1219	1219	1219
4	Barishal Regional Office	929	929	929
5	Cumilla Regional Office	851	851	851
6	SDF Head Office	318	318	318
	Total	**5750**	**5750**	**5750**

(As per tender documents)

Hasan Color Printing & Packaging
Date.....
217, Fakirerpool, Motijheel, Dhaka

and;

(i) Other document including correspondences listed in the PCC forming part of the Contract

(As per tender documents)

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Date.....
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