



**RURAL POWER COMPANY LTD**

**TENDER DOCUMENT  
FOR**

**PROCUREMENT OF SPARE PARTS AND 36K SCHEDULE  
MAINTENANCE WORKS OF RAOZAN 25.5MW DUAL FUEL  
POWER PLANT.**

**(UNDER INTERNATIONAL OPEN TENDERING METHOD)**

**Tender Enquiry No: PUR-025(FG/RPP/OTM)/2021-22**

**RURAL POWER COMPANY LIMITED  
HOUSE-19, ROAD-1/B, SECTOR-09,  
UTTARA MODEL TOWN,  
DHAKA-1230, BANGLADESH**

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## Section 1. Instructions to Tenderers

### A. General

- 1. Scope of Tender**
- 1.1 The Purchaser named in the Tender Data Sheet (TDS) (hereinafter referred to as the "Purchaser") wishes to issues these Tender Documents for the supply of Goods, and Related Services incidental thereto, as specified in the TDS and as detailed in Section 6: Schedule of Requirements.
- 1.2 The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.
- 1.3 The successful Tenderer will be required to complete the delivery of the goods and related services (when applicable) as specified in the GCC Clause **18**.
- 2. Interpretation**
- 2.1 Throughout this Tender Document
- (a) the term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
  - (b) if the context so requires, singular means plural and vice versa; and
  - (c) "day" means calendar days unless otherwise specified as working days;
  - (d) "Tender Document ", means the Document provided by a Purchaser to a Tenderer as a basis for preparation of its Tender;
  - (e) "Tender ", depending on the context, means a Tender submitted by a Tenderer for delivery of Goods and Related Services to a Purchaser in response to an Invitation for Tender ;
- 3. Source of Funds**
- 3.1 The Purchaser has been allocated public funds from the source as indicated in the TDS and intends to apply a portion of the funds to eligible payments under the contract for which this Tender Document is issued.
- 3.2 For the purpose of this provision, "public funds" means any funds allocated to a Purchaser under Government budget, or loan, grants and credits placed at the disposal of a Purchaser through the Government by the development partners or foreign states or organizations.
- 3.3 Payments by the development partner, if so indicated in the TDS, will be made only at the request of the Government and upon approval by the development partner in accordance with the applicable Loan/Credit/Grant Agreement, and will be subject in all respects to the terms and conditions of that Agreement.

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**4. Corrupt, Fraudulent, Collusive or Coercive Practices**

- 4.1 The Government requires that Procuring Entities, as well as Tenderers shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
  - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
  - (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in ITT Sub Clause 4.3.
- 4.3 For the purposes of ITT Sub-clause 4.2 the terms set forth as bellows:
- (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Purchaser or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Purchaser 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 Purchaser, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, noncompetitive levels, thereby denying a Purchaser 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.
- 4.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it will, in the first place, allow the Tenderer to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and the Purchaser related to matters of alleged fraud or corruption shall be in writing.

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- 4.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Purchaser against any Tenderer alleged to have carried out such practices, the Purchaser shall -
- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
  - (b) reject any recommendation for award that had been proposed for that concerned Tenderer or;
  - (c) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
- 4.6 The Tenderer shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008 and others as stated in GCC Clause 3.

**5. Eligible Tenderers**

- 5.1 This Invitation for Tenders is open to eligible Tenderers from all countries, except for any specified in the TDS. A Tenderer will be eligible if it is a citizen, or is constituted, registered and operates in conformity with the provisions of the laws of that country.
- 5.2 A Tenderer may be a physical or juridical individual or body of individuals, or company, association invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tenders.
- 5.3 Government-owned enterprises in Bangladesh shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Purchaser.
- 5.4 Tenderers shall have the legal capacity to enter into the Contract. A Tenderer that is under a declaration of ineligibility by the Government of Bangladesh in accordance with applicable laws at the date of the deadline for Tender submission or thereafter shall be disqualified.
- 5.5 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.
- 5.6 Tenderers in its own name or its other names or also in the case of its Persons in different names, shall not be under a declaration of ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Sub Clause 4.3.
- 5.7 Tenderers are not restrained or barred from participating in public Procurement on grounds of execution of defective supply in the past under any Contract.
- 5.8 Tenderers are not under a declaration of ineligibility by an international financing agency such as World Bank, Asian Development Bank or any other international agency.
- 5.9 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in

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the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.

5.10 Tenderers shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin. In the case of foreign Tenderers, a certificate of competent authority in that country of which the Tenderer is citizen shall be provided.

5.11 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser will reasonably request.

5.12 These requirements for eligibility will extend, as applicable, to Sub-contractor proposed by the Tenderer.

## **6. Eligible Goods and Related Services**

6.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.

6.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, and commissioning, training, and initial maintenance.

6.3 For purposes of this clause, "origin" means the country where the goods have been mined, grown, 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.

6.4 The origin of goods and services is distinct from the nationality of the Tenderer. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

## **7. Site Visit**

7.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Tender and entering into a contract for the supply of goods and related services.

7.2 The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.

7.3 The costs of visiting the Site shall be at the Tenderer's own expense.

## **B. Tender Document**

### **8. Tender Document: General**

8.1 The Sections comprising the Tender Document are listed below and should be read in conjunction with any addendum issued under ITT Clause 11.

- Section 1 Instructions to Tenderers (ITT)
- Section 2 Tender Data Sheet (TDS)



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- Section 3 General Conditions of Contract (GCC)
  - Section 4 Particular Conditions of Contract (PCC)
  - Section 5 Tender and Contract Forms
  - Section 6 Schedule of Requirements
  - Section 7 Technical Specifications
  - Section 8 Drawings
- 8.2 The Purchaser shall reject any Tender if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.
- 8.3 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as addendum to Tender Documents.
- 9. Clarification of Tender Documents**
- 9.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address indicated in the TDS before **two-third** of time allowed for preparation and submission of Tender elapses.
- 9.2 A Purchaser is not obliged to answer any clarification received after that date requested under ITT Sub-Clause 9.1.
- 9.3 The Purchaser shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITT Sub-Clause 9.1.
- 9.4 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.
- 9.5 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 11.
- 10. Pre-Tender Meeting**
- 10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, hold a Pre-Tender Meeting at the place, date and time as specified in the TDS. All Potential Tenderers are encouraged to attend the meeting, if it is held.
- 10.2 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within one week (7 days) after holding the meeting to all those who purchased the Tender Document and even those who did not attend the meeting.
- 10.3 Any amendment to the Tender Document listed in ITT Sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Addendum as stated under ITT Sub-Clause 11 and not through the minutes of the pre-Tender meeting.
- 10.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

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**11. Addendum to Tender Documents**

- 11.1 At any time prior to the deadline for submission of Tenders, the Purchaser on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document or as a result of a Pre-Tender meeting, may revise the Tender Document by issuing an addendum pursuant to Rule 95 of the Public Procurement Rules, 2008.
- 11.2 The addendum issued under ITT Sub-Clause 11.1 shall become an integral part of the Tender Document and shall have a date and an issue number and shall be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents within five (5) working days of issuance of such addendum, to enable Tenderers to take appropriate action.
- 11.3 The Tenderer shall acknowledge receipt of an addendum.
- 11.4 Tenderers who have purchased the Tender Documents but have not received any addendum issued under ITT Sub-clause 11.1 shall inform the Purchaser of the fact by fax, mail or e-mail before **two-third** of the time allowed for the submission of Tenders has elapsed.
- 11.5 Procuring Entities shall also ensure posting of relevant addenda with the reference number and date on their website.
- 11.6 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to Rule 95(6) of the Public Procurement Rule, 2008 and under ITT Clause 36.
- 11.7 If an addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, a Purchaser shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. The minimum time for such extension shall not be less than seven (7) days.

## **C. Qualification Criteria**

**12. General Criteria**

- 12.1 The Purchaser requires the Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will result in rejection of its Tender.
- 12.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, the Tenderer must satisfy the other criteria stated in ITT Clauses 13 to 15 inclusive.
- 12.3 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lot. The requirement of overall experience and specific experience under ITT Sub-Clause 14.1 (a) and 14.1 (b) shall not be separately applicable for

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individual lot.

- 13. Litigation History** 13.1 The maximum number of arbitration awards against the Tenderer over a period shall be as specified in the TDS.
- 14. Experience Criteria** 14.1 Tenderers shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:
- (a) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS; and
  - (b) Specific experience of satisfactory completion of supply of similar goods of minimum value stated in the TDS under maximum number of contracts stated in TDS within the period stated in TDS; and
  - (c) A minimum supply and/or production capacity of Goods as specified in the TDS.
- 15. Financial Criteria** 15.1 Tenderers shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:
- (a) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.
- 16. Appointment of Subcontractor** 16.1 Tenderer, pursuant to Rule 53 of the PPR2008, is allowed to sub-contract a portion of the Supply.
- 16.2 The Tenderer shall specify in its Tender all portion of the Goods that will be Subcontracted, if any, including the entity(ies) to whom each portion will be subcontracted to, subject to the maximum allowable limit for subcontracting of Goods specified in the TDS.
- 16.3 All subcontracting arrangement must be disclosed at the time of Tendering, and subcontractors must be identified in the Tender submitted by Tenderer.
- 16.4 A Subcontractor may participate in more than one Tender, but only in that capacity.
- 16.5 Subcontractors must comply with the provision of ITT Clause 5. For this purpose contractor shall complete the Subcontractor's information in Form PG4-1 for submission with tender.
- 16.6 If the Purchaser determines that a subcontractor is ineligible, the subcontracting of such portion of the Goods assigned to the ineligible subcontractor shall be disallowed.

## D. Tender Preparation

- 17. Only One Tender** 17.1 If a Tender for Goods is invited on 'lot-by-lot' basis, each lot shall constitute a Tender. A Tenderer shall submit only one (1) Tender for each lot, A Tenderer who submits or participates in more than one (1) Tender for each lot will cause all the Tenders with that Tenderer's participation to be rejected.

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- 18. Cost of Tendering** of 18.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 19. Issuance and Sale of Tender Document** of 19.1 A Purchaser, pursuant to Rule 94 of the Public Procurement Rules, 2008 shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price if the advertisement has been published in the newspaper pursuant to Rule 90 of the Public Procurement Rules, 2008.
- 19.2 Full contact details with mailing address, telephone and facsimile numbers and electronic mail address, as applicable, of those to whom Tender Documents have been issued shall be recorded with a reference number by the Purchaser or its agent.
- 19.3 There shall not be any pre-conditions whatsoever, for sale of Tender Document and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
- 20. Language of Tender** of 20.1 Tenders shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 20.2 Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
- 21. Contents of Tender** of 21.1 The Tender prepared by the Tenderer shall comprise the following:
- (a) Tender Submission Letter (Form PG4-1) as furnished in Section 5: Tender and Contract Forms;
  - (b) Tenderer information sheet (Form PG4-2) as furnished in Section 5: Tender and Contract Forms;
  - (c) The completed Price Schedule for Goods and Related Services (Form PG4-3A, 3B, 3C and PG4-3D) as furnished in Section 5: Tender and Contract Forms as stated under ITT Clauses 23 and 24;
  - (d) Tender Security as stated under ITT Clause 29, 30 and 31;
  - (e) The completed Specifications Submission and Compliance Sheet (Form PG4-4) as furnished in Section 5: Tender and Contract Forms as stated under ITT clause 25.2;
  - (f) Alternatives, if permitted, as stated under with ITT Clause 22;
  - (g) Written confirmation authorising the signatory of the Tender to commit the Tenderer, as stated under ITT Sub-Clause 34.3;
  - (h) The completed eligibility declarations, to establish its eligibility as stated under ITT Clause 5, in the Tender Submission Sheet (Form PG4-1), as furnished in section 5: Tender and Contract Forms;
  - (i) An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the Tenderer or employees of a Tenderer entering into or signing a

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Contract with the Purchaser as stated under ITT clause 5;

- (j) An affidavit confirming that the Tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing as stated under ITT Clause 5;
- (k) A certificate issued by the competent authority stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number or in lieu any other document acceptable to the Purchaser demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfillment of taxation obligations as stated under ITT Clause 5. In the case of foreign Tenderers, a certificate of competent authority in that country of which the Tenderer is citizen shall be provided ;
- (l) Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh or in case of foreign tenderer in their country of origin or a certificate concerning their competency issued by a professional institution in accordance with the law of the country of their origin, as stated under ITT Clause 5;
- (m) The country of origin declarations, to establish the eligibility of the Goods and Related Services as stated under ITT Clause 6, in the Price Schedule for Goods and Related Services (Form PG4-3B, 3C and PG4-3D) as, applicable, furnished in Section 5: Tender and Contract Forms;
- (n) Documentary evidence as stated under ITT Clauses 25, that the Goods and Related Services conform to the Tender Documents;
- (o) Documentary evidence as stated under ITT Clause 26 that the Tenderer's qualifications conform to the Tender Documents;
- (p) Documents establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub-clause 5.3 in case of government owned entity; and
- (q) Any other document as specified in the TDS.

21.2 The Tenderer shall submit the Tender Submission Letter (Form PG4-1) as furnished in Section 5: Tender and Contract Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

21.3 The Tenderer shall submit the completed Price Schedule for Goods and Related Services (Form PG4-3A, 3B, 3C and PG4-3D), according to their origin as appropriate as furnished in section 5: Tender and Contract Forms.

- 22. Alternatives**      22.1 Unless otherwise stated in the TDS, alternatives shall not be considered.
- 23. Tender Prices, Discounts**      23.1 The prices and discounts quoted by the Tenderer in the Tender Submission Letter (Form PG4-1) and in the Price Schedule (Form

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PG4-3A, 3B, 3C and PG4-3D) shall conform to the requirements specified below.

- 23.2 All lots or items as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule following the Form PG4-3A, 3B, 3C and PG4-3D as applicable.
- 23.3 Tenders are being invited either for a single lot or for a number of lots on 'lot-by-lot' basis, as specified in the TDS.
- 23.4 Each lot shall constitute a Tender, If Tenders for Goods are invited on 'lot-by-lot' basis.
- 23.5 Tenders being invited for a single lot or for a number of lots on 'lot-by-lot' basis, price quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of that particular lot and shall correspond to 100% of the total offered lot value, unless otherwise stated in the TDS.
- 23.6 A Lot Tender not offering minimum number of items of those being priced based on percentage of the total number of items, and, the corresponding minimum value based on percentage of the total lot value, as specified in the ITT Sub-Clause 23.5 shall also be considered non-responsive.
- 23.7 Subject to ITT Sub-Clause 23.5, a Lot tender not offering a particular item which represents more than fifty percent (50%) of the estimated lot value identified by the Purchaser and specified in the TDS, even if it complies with the requirement of minimum number of items based on percentage of the total number of items as stated under ITT Sub Clause 23.5, shall be considered non-responsive.
- 23.8 The price to be quoted in Tender Submission Letter (Form PG4-1) shall be the total price of the Tender, excluding any discounts offered, only **in case of being awarded more than one lot**, by the Tenderer.
- 23.9 The Tenderer wishing to offer any discount shall indicate the methodology for their application in the Tender Submission Letter (Form PG4-1) **for being awarded of more than one lot**.
- 23.10 Prices shall be quoted as specified in each Price Schedule (Form PG4-3A, 3B, 3C and PG4-3D) as applicable. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of tenders by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
- 23.11 For Goods, manufactured within Bangladesh, the prices in the Price schedule (Form PG4-3A) shall be entered separately in the following manner:
- (a) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable),

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including all customs duties and import vat and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

- (b) VAT payable on account of supplier, if the contract is awarded ; and
- (c) the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS.

23.12 For Goods, manufactured outside Bangladesh, to be imported, the prices in the Price schedule (Form PG4-3B) shall be entered separately in the following manner:

- (a) the price of the Goods, quoted CIP (named place of destination, in the Bangladesh) or CIF (named port of destination, in Bangladesh) as specified in the TDS;
- (b) VAT payable on account of supplier, if the contract is awarded; and
- (c) the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS;
- (d) in addition to the CIP/CIF prices specified in 23.12(a) above, the price of the Goods to be imported may be quoted in other *INCOTERM* and shall be governed by the rules prescribed in the current edition of *INCOTERM* published by the International Chamber of Commerce, Paris, if so specified in the TDS;

23.13 For Goods, manufactured outside Bangladesh, already imported, the prices in the Price schedule (Form PG4-3C) shall be entered separately in the following manner:

- (a) the price of the Goods, including the original import value of the Goods; plus any mark-up ; plus any other related local cost, and custom duties, import VAT and other import taxes already paid on the Goods already imported.
- (b) the custom duties, import VAT and other import taxes already paid (need to be supported with documentary evidence) on the Goods already imported;
- (c) the price of the Goods, obtained as the difference between (a) and (b) above;
- (d) VAT payable on account of supplier, if the contract is awarded; and
- (e) the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS.

*[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except*

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*import duties and taxes, which have been paid. For clarity the tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]*

23.14 for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the prices in the price schedule (Form PG4-3D) shall be entered in the following manner :

- (a) the price of each item comprising the Related Services (inclusive of any applicable taxes).

**24. Tender  
Currency**

24.1 For expenditures that will be incurred in Bangladesh, the Tenderer shall quote the prices in Bangladesh Taka.

24.2 Suppliers offering Goods manufactured or assembled in Bangladesh, are permitted to submit their Tender in a combination of local and foreign currencies.

24.3 For expenditures that will be incurred outside Bangladesh, the Tenderer may quote the prices in USD or GBP or EUR or JPY as specified in TDS.

**25. Documents  
Establishing the  
Conformity of  
the Goods and  
Related  
services**

25.1 To establish the conformity of the Goods and Related Services to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods and Related services conform to the technical specifications and standards in Section 7, Technical Specifications.

25.2 Documentary evidence of conformity of the Goods and services to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of:

- (a) a detailed description of the essential technical and performance characteristics of the Goods;
- (b) if so required in TDS, tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS, following commencement of the use of the Goods by the Purchaser ; and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Related services to those specifications, or a statement of deviations and exceptions to the provisions of Section 7. Technical Specifications.

**26. Documents  
Establishing  
Qualifications  
of the Tenderer**

26.1 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Purchaser's satisfaction:

- (a) that the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria of the ITT;
- (b) that, if required in the TDS, a Tenderer that does not manufacture



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or produce the Goods it offers to supply shall submit the Manufacturer's Authorization Letter (Form PG4-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.; and

- (c) that, if required in the TDS, in case of a Tenderer not doing business within Bangladesh, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance.

- 27. Validity Period of Tender**
- 27.1 Tender validities shall be determined on the basis of the complexity of the Tender and the time needed for its examination, evaluation, approval of the Tender and issuance of the Notification of Award pursuant to Rule 19 and 20 of the Public Procurement Rules, 2008.
- 27.2 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Purchaser, as stated under ITT Clause 36. A Tender valid for a period shorter than that specified will be rejected by the Purchaser as non-responsive.
- 28. Extension of Tender Validity and Tender Security**
- 28.1 In justified exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser following Rule 21 of the Public Procurement Rules, 2008 may solicit, **not later than ten (10) days** before the expiry date of the Tender validity, compulsorily all the Tenderers' consent to an extension of the period of validity of their Tenders.
- 28.2 The request for extension of Tender validity period shall state the new date of the validity of the Tender.
- 28.3 The request from the Purchaser and the responses from the Tenderers will be made in writing.
- 28.4 Tenderers consenting in writing to the request made by the Purchaser under ITT Sub-Clause 28.1 shall also correspondingly extend the validity of its Tender Security for twenty-eight (28) days beyond the new date for the expiry of Tender validity.
- 28.5 Tenderers consenting in writing to the request under ITT Sub-Clause 28.1 shall not be required or permitted to modify its Tender in any circumstances.
- 28.6 If the Tenderers are not consenting in writing to the request made by the Purchaser under ITT Sub-Clause 28.1, its Tender will not be considered for subsequent evaluation.
- 29. Tender Security**
- 29.1 The Tender Security and its amount shall be determined sufficient to discourage the submission of frivolous and irresponsible tenders pursuant to Rule 22 of the Public Procurement Rule, 2008 and shall be expressed as a rounded fixed amount and, shall not be stated as a precise percentage of the estimated total Contract value.
- 29.2 The Tenderer shall furnish as part of its Tender, in favour of the Purchaser or as otherwise directed on account of the Tenderer as specified in TDS.

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- 29.3 Amount of the Tender security may be determined on the basis of different percentages for each lot, but the amount in fixed and currency as specified in TDS, if so indicated that the Tenders are invited on lot-by-lot basis under ITT Sub Clause 23.3
- 30. Form of Tender security**
- 30.1 The Tender Security shall be in the form of an irrevocable bank guarantee issued by an internationally reputable bank and shall require to be endorsed by its any correspondent bank located in Bangladesh, to make it enforceable, in the format (Form PG4-6) furnished in Section 5: Tender and Contract Forms;
- 30.2 be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Clause 33 being invoked; and
- 30.3 remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances detailed under ITT Clause 33 and pursuant to Rule 25 of the Public Procurement Rules,2008.
- 31. Authenticity of Tender Security**
- 31.1 The authenticity of the Tender security submitted by a Tenderer shall be examined and verified by the Purchaser in writing from the Bank issuing the security, prior to finalization of the Evaluation Report pursuant to Rule 24 of the Public Procurement Rule,2008.
- 31.2 If a Tender Security is found to be not authentic, the Tender which it covers shall not be considered for subsequent evaluation and in such case the Purchaser shall proceed to take punitive measures against that Tenderer as stated under ITT Sub-Clause 4.6, pursuant to Rule 127 of the Public Procurement Rules, 2008 and in accordance with Section 64(5) of the Public Procurement Act, 2006.
- 31.3 Tender not accompanied by a valid Tender Security as stated under Sub-Clause 29, 30 and 31, shall be considered as non-responsive.
- 32. Return of Tender Security**
- 32.1 No Tender security shall be returned by the Tender Opening Committee (TOC) during and after the opening of the Tenders pursuant to Rule 26 of the Public Procurement Rules 2008.
- 32.2 No Tender security shall be returned to the Tenderers before contract signing, except to those who are found non-responsive.
- 32.3 Tender securities of the non-responsive Tenders shall be returned immediately after the Evaluation Report has been approved by the Purchaser.
- 32.4 Tender securities of the responsive Tenderers shall be returned only after the lowest evaluated responsive Tenderer has submitted the performance security and signed the contract , that being even before the expiration of the validity period specified in Clause 27.
- 32.5 Tender Securities of the Tenderers not consenting within the specified date in writing to the request made by the Purchaser under ITT Sub-Clause 28.1 in regard to extension of its Tender validity shall be discharged or returned forthwith.
- 33. Forfeiture of**
- 33.1 The Tender security pursuant to Rule 25 of the Public Procurement

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**Tender Security**

Rules,2008 may be forfeited if a Tenderer:

- (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clauses 27, and 28, pursuant to Rule 19 of the Public Procurement Rules 2008; or
- (b) refuses to accept a Notification of Award as stated under ITT Sub-Clause 62.3, pursuant to Rule 102 of the Public Procurement Rules 2008; or
- (c) fails to furnish performance security as stated under ITT Sub-Clause 63.2, pursuant to Rule 102 of the Public Procurement Rules 2008; or
- (d) refuses to sign the Contract as stated under ITT Sub-Clause 67.2 pursuant to Rule 102 of the Public Procurement Rules 2008; or
- (e) does not accept the correction of the Tender price following the correction of arithmetic errors as stated under ITT Clause 49, pursuant to Rule 98(11) of the Public Procurement Rules 2008

**34. Format  
Signing  
Tender****and  
of**

- 34.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 21 and clearly mark it "ORIGINAL". In addition, the Tenderer shall prepare the number of copies of the Tender, as specified in the TDS and clearly mark each of them "COPY". In the event of any discrepancy between the original and the copies, the original shall prevail.
- 34.2 Alternatives, if permitted under ITT Clause 22, shall be clearly marked "Alternative".
- 34.3 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Tenderer. This authorisation shall consist of a written authorisation and shall be attached to the Tender Submission Letter (Form PG4-1).
- 34.4 The name and position held by each person signing the authorisation must be typed or printed below the signature.
- 34.5 All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.
- 34.6 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person(s) signing the Tender.
- 34.7 Person(s) signing the Tender shall describe his or her name, address, position.

**E. Tender Submission****35. Sealing,  
Marking and  
Submission of  
Tender**

- 35.1 The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender, including the alternative, if permitted under ITT Clause 22 in another envelope, duly marking the envelopes as "ORIGINAL" "ALTERNATIVE" (if permitted) and "COPY." These sealed envelopes will then be enclosed and sealed in one (1) single outer envelope.

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- 35.2 Tenders shall be properly marked by Tenderers in order not be confused with other types of correspondence which may also be hand-delivered or posted by mail or courier service. The inner and outer envelopes shall:
- (a) bear the name and address of the Tenderer ;
  - (b) be addressed to the Purchaser as stated under ITT Sub-Clause 36.1;
  - (c) bear the specific identification of this tendering process indicated in ITT Sub-Clause 1.2 and any additional identification marks as specified in the TDS; and
  - (d) bear a statement “DO NOT OPEN BEFORE...” the time and date for Tender opening, as stated under ITT Sub- Clause 42.2
- 35.3 The Tenderer is solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.
- 35.4 Tenders shall be delivered by hand or by mail, including courier services to location as designated in the ITT Sub-Clause 36.1.
- 35.5 Tenders shall be submitted on the basis of this Tender Document issued by the Purchaser.
- 35.6 The Purchaser will, on request, provide the Tenderer with a receipt showing the date and time when it’s Tender was received.
- 35.7 When so specified in the TDS, tenderers shall have the option of submitting their tenders electronically.
- 35.8 Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the TDS.
- 36. Deadline for Submission of tenders**
- 36.1 Tenders shall be delivered to the Purchaser at the address specified in the TDS and no later than the date and time specified in the TDS.
- 36.2 The Purchaser may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for submission of Tender as stated under ITT Sub Clause 36.1, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.
- 37. Late tender**
- 37.1 Any Tender received by the Purchaser after the deadline for submission of Tenders as stated under ITT Sub-Clause 36.1, shall be declared LATE, rejected, returned unopened to the Tenderer.
- 38. Modification, Substitution or Withdrawal of Tenders**
- 38.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorised signatory properly sealed, and shall include a copy of the authorisation (the power of attorney), confirmed by an affidavit duly authenticated as stated under ITT Clause 34.3, provided that such written notice including the affidavit is received by the Purchaser prior to the deadline for submission of Tenders as stated under ITT Sub-Clause 36.1.
- 39. Tender Modification**
- 39.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as “MODIFICATION”.

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- 40. Tender Substitution** 40.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as "SUBSTITUTION".
- 41. Withdrawal of Tender** 41.1 The Tenderer shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as "WITHDRAWAL".

## F. Tender Opening and Evaluation

- 42. Tender Opening** 42.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of The Public Procurement Rule, 2008.
- 42.2 Tenders shall be opened in public immediately after the deadline for submission of Tenders at the place, date and time as specified in the TDS but no later than **ONE HOUR** after expiry of the submission deadline. Tender opening shall not be delayed on the plea of absence of Tenderers or his or her representatives.
- 42.3 Any specific electronic Tender opening procedures required if electronic tendering is permitted under ITT Sub-Clause 35.7, shall be as specified in the TDS.
- 42.4 Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.
- 42.5 The Tenderers' representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.
- 42.6 The authenticity of withdrawal or substitution of, or modifications to original Tender, if any made by a Tenderer in specified manner, shall be examined and verified by the Tender Opening Committee based on documents submitted under ITT Sub Clause 38.1.
- 42.7 Tenders will be opened in the following manner:
- (a) firstly, envelopes marked "Withdrawal" shall be opened and "Withdrawal" notices read aloud and recorded, and the envelope with the corresponding Tender shall not be opened, but returned unopened to the Tenderer by the Purchaser at a later time immediately after preliminary examination by the Tender Evaluation Committee (TEC) as stated under ITT Sub-Clause 45.1. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and in such case the Tender shall be read aloud at the Tender opening ;
  - (b) secondly, the remaining Tenders will be sorted out and those marked "substitutes" or "modified" will be linked with their corresponding "original"(O) Tender;
  - (c) Next, envelopes marked "Substitution"(S) shall be opened and read aloud and recorded, and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned unopened to the Tenderer by the Purchaser at a later time immediately after preliminary examination by the Tender Evaluation Committee (TEC) as stated under ITT Sub-Clause 45.1 . No Tender substitution shall be permitted unless the

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corresponding substitution notice contains a valid authorization to request the substitution and in such case the Tender shall be read aloud at the Tender opening.

- (d) Next envelopes marked "Modification" (M) shall be opened and read aloud with the corresponding Tender and recorded. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and in such case the Tender shall be read aloud at the Tender opening.
- (e) thirdly, if so specified in this Tender Document, the envelopes marked "Alternative" (A) shall be opened and read aloud with the corresponding Tender and recorded.

42.8 Ensuring that only the correct (M), (S), (A),(O) envelopes are opened, details of each Tender will be dealt with as follows:

- (a) the Chairperson of the Tender Opening Committee will read aloud each Tender and record in the Tender Opening Sheet (TOS)
  - (i) the name and address of the Tenderer;
  - (ii) state if it is a withdrawn, modified, substituted, or original tender;
  - (iii) the Tender price;
  - (iv) the number of initialled corrections;
  - (v) any discounts;
  - (vi) any alternatives;
  - (vii) the presence or absence of any requisite Tender Security; and
  - (viii) such other details as the Purchaser, at its discretion, may consider appropriate.
- (b) only discounts and alternative read aloud at the Tender opening will be considered in evaluation;
- (c) all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the Tender Opening Committee.

42.9 Upon completion of Tender opening, all members of the Tender Opening Committee and the Tenderer or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation and their national Identification Numbers the Tender Opening Sheet, copies of which shall be issued to the Head of the Purchaser or an officer authorised by him or her and also to the members of the Tender Opening Committee and any authorised Consultants and, to the Tenderers immediately.

42.10 The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub-Clause 42.8.

42.11 No Tender will be rejected at the Tender opening stage except the LATE Tenders.

42.12 A copy of the record shall be distributed to all Tenderers who submitted tenders in time, and posted online when electronic tendering is permitted.

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- 43. Evaluation of Tenders**
- 43.1 Purchaser's Tender Evaluation Committee (TEC) shall examine, evaluate and compare Tenders that are responsive to the mandatory requirements of Tender Documents in order to identify the successful Tenderer.
- 43.2 Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.
- 44. Evaluation process**
- 44.1 The TEC may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after tender opening following four steps:
- (a) Preliminary Examination;
  - (b) Technical Examinations and Responsiveness;
  - (c) Financial evaluation and price comparison;
  - (d) Post-qualification of the lowest evaluated responsive Tenders.
- 45. Preliminary Examination**
- 45.1 Compliance, adequacy and authenticity of the documentary evidences for meeting the qualification criterion specified in the corresponding section of the Tender document shall have to be preliminarily examined and verified.
- 45.2 The TEC shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 21 has been provided. Examination of the compliance, adequacy and authenticity of the documentary evidence may follow the order below:
- (a) verification of the completeness of the eligibility declaration in the Tender Submission Letter (Form PG4-1), to determine the eligibility of the tenderer as stated under ITT Sub-Clause 21(h). Any alterations to its format, filling in all blank spaces with the information requested, failing which the tender may lead to rejection of the Tender;
  - (b) verification of that the Tenderer is enrolled in the relevant professional or trade organisations as stated under ITT Clause 21(l);
  - (c) verification of the eligibility in terms of legal capacity and fulfilment of taxation obligation by the tenderer in accordance as stated under ITT Sub-Clause 21(i) and 21(k);
  - (d) verification of eligibility that the tenderer is not insolvent, in receivership, bankrupt, not in the process of bankruptcy, not temporarily barred as stated under ITT Sub-Clause 21(j);
  - (e) verification of eligibility of Tenderer's country of origin as stated under ITT Sub-Clause 21(b);
  - (f) verification of the written authorization confirming the signatory of the Tenderer to commit the Tender has been attached with Tender Submission Letter (Form PG4-1) as stated under ITT Sub-Clause 21(g); in order to check the authenticity of Tender and Tenderer itself;
  - (g) verification of the Tender Security as stated under ITT Sub-Clause 21(d); and
  - (h) Verification of that the written notice for 'WITHDRAWAL' and 'SUBSTITUTION of' or 'MODIFICATION to, the corresponding Tender is proper and authentic, if the tender is

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“WITHDRAWN”, “SUBSTITUTION” or “MODIFICATION”, as stated under ITT Sub-Clause 38.1

45.3 The TEC shall confirm that the above documents and information have been provided in the Tender and the completeness of the documents and compliance of instructions given in corresponding ITT Clauses shall be verified, failing which the tender shall be considered as non-responsive.

**46. Technical Examinations & Responsiveness**

46.1 Only those Tenders surviving preliminary examination need to be examined in this phase.

46.2 Secondly, the TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below:

- (a) verification of the completeness of the country of origin declaration in the Price Schedule for Goods and Related Services (Form PG4-3B, 3C and PG4-3D) as furnished in Section 5: Tender and Contract Forms to determine the eligibility of the Goods and Related Services as stated under ITT Sub Clause 21(m).
- (b) verification and examination of the documentary evidence and completed Specification Submission Sheet (Form PG4-4) as furnished in Section 5: Tender and Contract Forms to establish the conformity of the Goods and Related Services to the Tender Documents as stated under ITT Sub Clause 21(e) and 21(n).
- (c) verification and examination of the documentary evidence that the Tenderer's qualifications conform to the Tender Documents and the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria as stated under ITT Sub Clause 21(o).
- (d) verification and examination of the documentary evidence that Tenderer has met all the requirements in regards to scope of Supply as stated under Section 6, Schedule of Requirements, without any material deviation or reservation.

46.3 TEC may consider a Tender as responsive in the evaluation, only if comply with the mandatory requirements as stated under Clause 46.2.

46.4 The TEC's determination of a Tender's responsiveness is to be based on the documentary evidence as requested in Clause 46.2 without recourse to extrinsic evidence.

46.5 Information contained in a Tender, that was not requested in the Tender Document shall not be considered in evaluation of the Tender.

46.6 If a Tender is not responsive to the mandatory requirements set out in the Tender Document it shall be rejected by the TEC and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation.

46.7 A material deviation or reservation is one-

- (a) which affects in any substantial way the scope, quality, or performance of the Goods and Related Services and Tenderer's qualifications mentioned in the Tender Document.
- (b) which limits in any substantial way, inconsistent with the Tender Documents, the Purchaser's rights or the Tenderer's obligations under the Contract; or



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- (c) whose rectification would anyway affect unfairly the competitive position of other Tenderers presenting responsive Tenders.

46.8 During the evaluation of Tender, the following definitions apply:

“Deviation” is a departure from the requirements specified in the Tender Document;

“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document;

46.9 A TEC may regard a Tender as responsive, even if it contains-

- (a) minor or insignificant deviations, which do not meaningfully alter or depart from the technical specifications, characteristics and commercial terms and conditions or other requirements set out in the Tender Document;
- (b) errors or oversights, which if corrected, would not alter the key aspects of the Tender.

**47. Clarification on Tender**

47.1 The TEC may ask Tenderers for clarifications of their Tenders, including breakdowns of unit rates, in order to assist the examination and evaluation of the Tenders, provided that, Tender clarifications which may lead to a change in the substance of the Tender or in any of the key elements of the Tender as stated under ITT Sub-Clause 46.7, shall neither be sought nor permitted by the TEC.

47.2 Change in the tender price shall not be sought or permitted, except to confirm correction of arithmetical errors discovered by the Purchaser in the evaluation of the Tender, as stated under ITT Clause 49.

47.3 Any request for clarifications by the TEC shall not be directed towards making an apparently non-responsive Tender responsive and reciprocally the response from the concerned Tenderer shall not be articulated towards any addition, alteration or modification to its Tender.

47.4 If a Tenderer does not provide clarifications of its Tender by the date and time set in the TEC's written request for clarification, its Tender shall not be considered in the evaluation.

47.5 Requests for clarification shall be in writing and shall be signed only by the Chairperson of the TEC.

**48. Restrictions on the Disclosure of Information Relating to the Procurement Process**

48.1 Following the opening of Tenders until issuance of Notification of Award no Tenderer shall, unless requested to provide clarification to its Tender or unless necessary for submission of a complaint, communicate with the concerned Purchaser pursuant to Rule 31 of the Public Procurement Rule, 2008.

48.2 Tenderers shall not seek to influence in anyway, the examination and evaluation of the Tenders.

48.3 Any effort by a Tenderer to influence a Purchaser in its decision concerning the evaluation of Tenders, Contract awards may result in the rejection of its Tender as well as further action in accordance with Section 64 (5) of the Public Procurement Act 2006.

48.4 All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the

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Tenderer may result in their Tender being disqualified.

48.5 Information relating to the examination, evaluation, comparison, and post qualification of the tender or contract award, shall not be disclosed to tenderers or any other persons not officially concerned with such process.

**49. Correction of Arithmetical Errors**

49.1 The TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) pursuant to Rule 98(11) of the Public Procurement Rule, 2008.

49.2 Provided that the Tender is responsive, TEC shall correct arithmetical errors on the following basis:

- (a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the TEC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted will govern and the unit price will be corrected;
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

49.3 Any Tenderer that does not accept the correction of the Tender amount following correction of arithmetic errors as determined by the application of ITT Sub-Clause 49.2 shall be considered as non-responsive.

**50. Conversion to Single Currency**

50.1 For evaluation and comparison purpose, TEC shall convert all Tender prices expressed in the amounts in various currencies into an amount in Bangladeshi Taka currency, using the **selling exchange rates** established by the Bangladesh Bank, on the date of **Tender opening**.

**51. Domestic Preference**

51.1 **Domestic preferences** shall be a factor in tender evaluation, unless otherwise specified in the **TDS**

51.2 If **domestic preference shall be a tender-evaluation factor**, the Purchaser will grant a margin of fifteen percent (15%) domestic preference to Goods manufactured in Bangladesh during the evaluation of its Tender while comparing the same with those of other Tenderers under the classification set out in ITT Sub-Clause 51.3. The evaluation will be carried out in accordance with the provisions set out in ITT Clause 54.

51.3 Tenders will be classified in one of two groups, as follows:

- (a) **Group A:** Tender offering goods manufactured in Bangladesh, for which:
  - (i) labour, raw materials, and components from within the Bangladesh account for more than thirty (30) percent of the EXW price; and
  - (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of tender submission.
- (b) **Group B:** Tenders offering Goods manufactured outside

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Bangladesh that have been already imported or that will be imported.

51.4 To facilitate this classification by the Tenderer, the Tenderer shall complete whichever Form of the Price Schedule furnished in the Tender Document is appropriate.

51.5 Completion of an inappropriate Form of the Price Schedule by the Tenderer shall not result in rejection of its tender, but merely in the Purchaser's reclassification of the tenderer into its appropriate tender group.

## **52. Financial Evaluation**

52.1 Thirdly the TEC, pursuant to Rule 98 of the Public Procurement Rules, 2008 shall evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements in the Tender Document.

52.2 To evaluate a Tender in this stage, the Purchaser shall consider the following:

- (a) Verification and examination of the Price Schedule for Goods and Related Services (Form PG4-3A, 3B, 3C and PG4-3D) as furnished by the Tenderer and checking the compliance with the instructions provided under ITT Clause 23;
- (b) Evaluation will be done for Items or lot by lot as stated under ITT Clause 23 and the Total Tender Price as quoted in accordance with Clause 23;
- (c) Adjustment for correction of arithmetical errors as stated under ITT Sub-Clause 49.2;
- (d) Adjustment for price modification offered as stated under ITT Clause 38;
- (e) Adjustment due to discount as stated under ITT Sub-Clauses 23.8, 23.9 and 52.3;
- (f) Adjustment due to the application of economic factors of evaluation as stated under ITT Sub-Clause 52.5 if any;
- (g) Adjustment due to the assessment of the price of unpriced items as stated under ITT Clause 53 if any;
- (h) Adjustment due to the application of a margin of preference (domestic preference), in accordance with ITT Clause 54 if applicable

52.3 If Tenders are invited for a single lot or for a number of lots as stated under ITT Sub-clauses 23.3, TEC shall evaluate only lots that have included at least the percentage of items per lot as stated under ITT Sub-Clause 23.5 and 23.6. The TEC shall evaluate and compare the Tenders taking into account:

- (a) Lowest evaluated tender for each lot;
- (b) The price discount/reduction per lot;
- (c) Least cost combination for the Purchaser, considering discounts and the methodology for its application as stated under ITT Sub-clauses 23.8 and 23.9 offered by the Tenderer in its Tender.

52.4 Only those spare parts and tools which are specified as an item in the List of

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Goods and Related Services in Section 6, Schedule of Requirement or adjustment as stated under ITT Sub-clause 52.5, shall be taken into account in the Tender evaluation. Supplier-recommended spare parts for a specified operating requirements as stated under ITT Sub-clause 25.2(b) shall not be considered in Tender evaluation.

52.5 The Purchaser's evaluation of a tender may require the consideration of other factors, in addition to the Tender Price quoted as stated under ITT Clause 23. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of tenders. The factors, methodologies and criteria to be used shall be as specified in TDS. The applicable economic factors, for the purposes of evaluation of Tenders shall be:

- (a) Adjustment for Deviations in the Delivery and Completion Schedule
- (b) Cost of major replacement components, mandatory spare parts, and service

52.6 Variations, deviations, and alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Purchaser will not be taken into account in Tender evaluation.

**53. Assessing the Price of Unpriced Items**

53.1 If it is so permitted under ITT Clause 23, any Tenderer offered only eighty percent (80%) or minimum percent of the items of a lot as stated under ITT Sub-Clause 23.5, the TEC shall calculate the total lot value by adding up the average prices offered by other responsive Tenderers for the missing items to the lot value to establish the winning lot Tender. If the Tenderer offered less than the specified, the Tender shall be evaluated as stated under ITT Clause 23.

53.2 If the winning lot is missing some items as stated under ITT Sub Clause 53.1, comprising less than twenty percent (20%), the Purchaser may procure the missing items from the Tenderer offering the least cost for those remaining items.

**54. Evaluation of Domestic Preference**

54.1 If the Tender document so specifies, the Tenderer will grant a margin preference to goods manufactured in Bangladesh as stated in ITT Clause 51 for the purpose of Tender comparison, in accordance with the procedure outlined below:

54.2 The Purchaser will first review the tenders to confirm the appropriateness of, and to modify as necessary, the tenderer group classification to which Tenderers assigned their tenders in preparing their Tender Forms and Price Schedules.

54.3 All evaluated tenders in each group will then be compared to determine the lowest evaluated tender of each group. Such lowest evaluated tenders shall be compared with each other and if as a result of this comparison a tenderer from Group A and the Tenders offering Goods manufactured in Bangladesh is the lowest, it shall be selected for the award.

54.4 If, as a result of the preceding comparison, the lowest evaluated tender is from Group B,

- (a) all Group B tenders will then be further compared with the lowest evaluated tender from Group A, after adding to the evaluated tender price of goods offered in the tender for Group B, for the purpose of

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further comparison only an amount equal to fifteen (15) percent of the CIF/CIP (named place of destination or named port of destination) tender price.

- (b) The lowest-evaluated tender determined from this last comparison shall be selected for the award.

**55. Price Comparison**

- 55.1 The TEC shall compare all responsive Tenders to determine the lowest-evaluated Tender, as stated under ITT Clause 54.
- 55.2 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Purchaser shall be selected, whereby factors such as delivery period, quality of Goods delivered, complaints history and performance indicators could be taken into consideration.
- 55.3 In the event that there is a tie for the lowest price and none of the Tenderers has the record of past performance with the Purchaser, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process described in ITT Clause 57, after consideration as to whether the quality of Goods that is considered more advantageous by the end-users.
- 55.4 The successful Tenderer as stated under ITT Sub Clauses 55.1,55.2 and 55.3 shall not be selected through lottery under any circumstances.

**56. Negotiation**

- 56.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer pursuant to Rule 99 of the Public Procurement Rules, 2008.

**57. Post-qualification**

- 57.1 After determining the lowest-evaluated responsive tender as stated under ITT Sub-Clause 55.1, the Purchaser's TEC pursuant to Rule 100 of the Public Procurement Rules, 2008, shall carry out the Post-Qualification of the Tenderer, using only the requirements specified in Sub-Section C, Qualification Criteria.
- 57.2 The TEC shall contact the references given by Tenderers about their previous Supply experiences to verify, if necessary, statements made by them in their Tender and to obtain the most up-to-date information concerning the Tenderers.
- 57.3 The TEC may visit the premises of the Tenderer as a part of the post-qualification process, if practical and appropriate, to verify information contained in its Tender.
- 57.4 The TEC shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated responsive Tender is qualified to perform the Contract satisfactorily.
- 57.5 The objective of any visit under ITT Sub-Clause 57.3 shall be limited to a general and visual inspection of the Tenderer's facilities and its plant and equipment, and there shall be no discussion concerning the Tender or its evaluation with the Tenderer during such visit(s).

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- 57.6 In the event that the Tenderer with lowest evaluated cost fails the post-qualification, the TEC shall make a similar determination for the Tenderer offering the next lowest evaluated cost and so on from the remaining responsive Tenders, provided that,
- (a) such action shall only be taken if the evaluated costs of the Tenders under consideration are acceptable to the Purchaser;
  - (b) when the point is reached whereby the evaluated costs of the remaining responsive Tenders are significantly higher than that of the official estimate, or the market price, the Purchaser may take action pursuant to Rule 33 and may proceed for re-Tendering, using a revised Tender Document designed to achieve a more successful result.
- 58. Rejection of All Tenders**
- 58.1 The Purchaser may, in the circumstances as stated under ITT Sub-Clause 58.2 and pursuant to Rule 33 of the Public Procurement Rules 2008, reject all Tenders following recommendations from the Evaluation Committee only after the approval of such recommendations by the Head of the Purchaser.
- 58.2 All Tenders can be rejected, if -
- (a) the price of the lowest evaluated Tender exceeds the official estimate, provided the estimate is realistic; or
  - (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or
  - (c) the Tenderers are unable to propose completion of the delivery within the stipulated time in its offer, though the stipulated time is reasonable and realistic; or
  - (d) all Tenders are non-responsive; or
  - (e) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the Public Procurement Rules, 2008.
- 58.3 Notwithstanding anything contained in ITT Sub-Clause 58.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.
- 58.4 A Purchaser may pursuant to Rule 35 of the Public Procurement Rules, 2008, on justifiable grounds, annul the Procurement proceedings prior to the deadline for the submission of Tenders.
- 58.5 All Tenders received by the Purchaser shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub-Clause 58.4.
- 59. Informing Reasons for Rejection**
- 59.1 Notice of the rejection, pursuant to Rule 35 of the Public Procurement Rules, 2008, will be given promptly within seven (7) days of decision taken by the Purchaser to all Tenderers and, the Purchaser will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

## **G. Contract Award**

- 60. Award Criteria**
- 60.1 The Purchaser shall award the Contract to the Tenderer whose offer is responsive to the Tender Document and that has been determined to be the lowest evaluated Tender, provided further that the Tenderer is determined to

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be Post-Qualified as stated under ITT Clause 57.

60.2 A Tenderer shall not be required, as a condition for award of contract, to undertake obligations not stipulated in the Tender Document, to change its price, or otherwise to modify its Tender.

**61. Purchaser's  
Right to Vary  
Quantities**

61.1 The Purchaser reserves the right at the time of Contract Award to increase or decrease the quantity, per item, of Goods and Related Services originally specified in Section 6: Schedule of Requirements, provided this does not exceed the percentages indicated in the TDS, and without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

**62. Notification  
Award**

62.1 Prior to the expiry of the Tender validity period and within seven (7) working days of receipt of the approval of the award by the Approving Authority, the Purchaser pursuant to Rule 102 of the Public Procurement Rules, 2008, shall issue the Notification of Award (NOA) to the successful Tenderer

62.2 The Notification of Award, attaching the contract as per the sample (Form PG4-7) to be signed, shall state:

- (a) the acceptance of the Tender by the Purchaser;
- (b) the price at which the contract is awarded;
- (c) the amount of the Performance Security and its format;
- (d) the date and time within which the Performance Security shall be submitted; and
- (e) the date and time within which the contract shall be signed.

62.3 The Notification of Award shall be accepted in writing by the successful Tenderer within seven (7) working days from the date of issuance of NOA.

62.4 Until a formal contract is signed, the Notification of Award shall constitute a Contract, which shall become binding upon the furnishing of a Performance Security and the signing of the Contract by both parties.

62.5 The Notification of Award establishes a Contract between the Purchaser and the successful Tenderer and the existence of a Contract is confirmed through the signature of the Contract Document that includes all agreements between the Purchaser and the successful Tenderer.

**63. Performance  
Security**

63.1 The Performance Security shall be determined sufficient to protect the performance of the Contract pursuant to Rule 27 of the Public Procurement Rules, 2008.

63.2 Performance Security shall be furnished by the successful Tenderer in the amount specified in the TDS and **denominated in the currencies** in which the Contract Price is payable pursuant to Rule 102 (8) of the Public Procurement Rules, 2008.

63.3 The proceeds of the Performance Security shall be payable to the Purchaser unconditionally upon first written demand as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

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- 64. Form and Time Limit for furnishing of Performance security**
- 64.1 The Performance Security shall be in the form of irrevocable Bank Guarantee in the format (Form PG4-9) as stated under ITT Clause 63, **shall be issued by an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable** pursuant to Rule 27(4) of the Public Procurement Rules, 2008..
- 64.2 Within twenty-eight (28) days from issue of the Notification of Award, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount specified under ITT Sub Clause 63.2.
- 65. Validity of Performance Security**
- 65.1 The Performance Security shall be required to be valid until a date twenty-eight (28) days beyond the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
- 65.2 If under any circumstances date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations is to be extended, the Performance Security shall correspondingly be extended for the extended period.
- 66. Authenticity of performance Security**
- 66.1 The Purchaser shall verify the authenticity of the Performance Security submitted by the successful Tenderer by sending a written request to the branch of the bank issuing irrevocable Bank Guarantee in specified format.
- 66.2 If the Performance Security submitted under ITT Sub Clause 63.2 is not found to be authentic, the Purchaser shall proceed to take measures against the Tenderer in accordance with Section 64 of the Act and pursuant to Rule 127 of the Public Procurement Rules, 2008.
- 67. Contract Signing**
- 67.1 At the same time as the Purchaser issues the Notification of Award, the Purchaser shall send the draft Contract Agreement and all documents forming the Contract pursuant to Rule 102 of the Public Procurement Rule, 2008, to the successful Tenderer.
- 67.2 Within twenty-eight (28) days of the issuance of Notification of Award, the successful Tenderer and the Purchaser shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
- 67.3 If the successful Tenderer fails to provide the required Performance Security, as stated under ITT Clause 63 or to sign the Contract, as stated under ITT Sub-Clause 67.2, Purchaser shall proceed to award the Contract to the next lowest evaluated Tenderer, and so on, by order of ranking pursuant to Rule 102 of the Public Procurement Rules, 2008.
- 68. Publication of Notification of Award of Contract**
- 68.1 Notification of Awards for Contracts of Taka 10 (ten) million and above shall be notified by the Purchaser to the Central Procurement Technical Unit within 7 (seven) days of issuance of the NOA for publication in their website, and that notice shall be kept posted for not less than a month pursuant to Rule 37 of the Public Procurement Rules, 2008.
- 68.2 Notification of Award for Contracts below Taka 10 (ten) million, shall



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be published by the Purchaser on its Notice Board and where applicable on the website of the Purchaser and that notice shall be kept posted for not less than a month pursuant to Rule 37 of the Public Procurement Rules, 2008..

- 69. Debriefing Tenderers** of 69.1 Debriefing of Tenderers by Purchaser shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her pursuant to Rule 37 of the Public Procurement Rule, 2008, without disclosing information about any other Tenderer.
- 69.2 In the case of debriefing confidentiality of the evaluation process shall be maintained.
- 70. Right to Complain** 70.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Purchaser to fulfil its obligations in accordance with Section 29 of the Public Procurement Act 2006 and pursuant to Part 12 of Chapter Three of the Public Procurement Rules, 2008.
- 70.2 Circumstances in which a formal complaint may be lodged in sequence by a potential Tenderer against a Purchaser pursuant to Rule 56 of the Public Procurement Rules, 2008, and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008 .
- 70.3 The potential Tenderer shall submit his or her complaint in writing within seven (7) calendar days of becoming aware of the circumstances giving rise to the complaint.
- 70.4 In the first instance, the potential Tenderer shall submit his or her complaint to the Purchaser who issued the Tender Document.
- 70.5 The place and address for the first stage in the submission of complaints to the Administrative Authority is provided in the TDS.
- 70.6 The Tenderer may appeal to a Review Panel only if the Tenderer has exhausted all his or her options of complaints to the administrative authority as stated under ITT Sub-Clause 70.2.

## Section 2. Tender Data Sheet

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

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>A. General</b>	
<b>ITT 1.1</b>	<p>The Purchaser is : Rural Power Company Ltd. (RPCL)</p> <p>Representative: Executive Director (Engineering) Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh.</p> <p>Consignee: Executive Engineer (Plant In-charge), Raozan 25.5 MW Dual Fuel Plant, Noapara, Raozan, Chattogram, Bangladesh.</p>
<b>ITT 1.2</b>	<p>The name of the Tender is: Procurement of Spare Parts and 36K Schedule Maintenance works of Raozan 25.5MW Dual Fuel Power Plant.</p> <p>The number, identification and name of lots comprising the Tender is: PUR-025(FG/RPP/OTM)/2021-22 Dated:30.06.2022</p>
<b>ITT3.1</b>	The source of fund is the RPCL's own fund.
<b>ITT3.3</b>	The name of the Development Partner : N/A
<b>ITT5.1</b>	Tenderers from the following countries are not eligible: Israel
<b>ITT6.1</b>	Goods and Related Services from the following counties are not eligible: Israel
<b>B. Tender Document</b>	
<b>ITT8.2</b>	<p>following are the offices of the Purchaser or authorised agents for the purpose of providing the Tender Document:</p> <p>Executive Director (Engineering ) Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh.</p>

<b>ITT 9.1</b>	For <b><u>clarification of Tender purposes</u></b> only, the Purchaser's address is: Attention: Md. Salim Bhuiyan Executive Director (Engineering) Address: Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh. Telephone:+88 02 48961201 Electronic mail address: <a href="mailto:edengg@rpcl.gov.bd">edengg@rpcl.gov.bd</a>
<b>ITT10.1</b>	The Pre- Tender meeting shall be held at Corporate Office of Rural Power Company Ltd., House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230. Date & Time: 18-July-2022 at 11:00 BST.
<b>C. Qualification Criteria</b>	
<b>ITT 13.1</b>	The maximum 03 numbers of arbitration against the Tenderer over a period of the last five (5) years.
<b>ITT 14.1(a)</b>	The Tenderer shall have a minimum of 5 (Five) years of overall experience in the supply of goods and related services.
<b>ITT 14.1(b)</b>	The tenderer shall have specific experience of completion of at least 01 (one) No. of Contract of Similar Nature with a contract value of at least USD 1.37 (One point three seven) Million or Euro 1.31 (One point three one) Million or BDT 12.66 (Twelve Point Six Six) Crore within last three years i.e years counting backward from the date of publication of IFT in the newspaper.  Similar Nature means: Schedule or unscheduled or Breakdown repair/maintenance of Wartsila HFO run engine, having engine capacity 8.0 MW or higher with Engine manufacturer's supplied spare parts. As a documentary evidence against specific experience, Tenderer shall have to submit an End user certificate stating that the said Plant has been in 01 (one) year continuous commercial operation after the repair or maintenance.  This certificate shall contain at least the information of the Power Plant, Capacity of the Plant, each engine capacity, engine (Type, Make & Model), work completion date, contract value, certificate issue date, name and address (telephone/fax/e-mail) of the end user duly signed in the official pad of end user.  Tenderer must have own workshop facility or Authorization to use any standard workshop facility.
<b>ITT 14.1(c)</b>	The minimum supply and/or production capacity of Goods is/ are: <b>None</b>

ITT 15.1(a)	The minimum amount of liquid asset or working capital or credit facility is USD 1.72 (One point seven two) Million or Euro 1.64 (One point six four) Million or BDT 15.82 (Fifteen point eight two) Crore
ITT 16.2	The maximum of percentage of Goods allowed being sub contracted: Sub contract not allowed.
<b>D. Preparation of Tender</b>	
ITT21.1(q)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <p>The Tenderer shall submit with its Tender the following additional documents :</p> <ol style="list-style-type: none"> <li>I. Sealed &amp; signed Tender Document by a person duly authorized to sign on behalf of the Tenderer.</li> <li>II. Original dimensional drawing, Detail specification, necessary technical literatures and leaflets/ catalogue from manufacturer including storing guidelines of the offered equipment/ items.</li> <li>III. Name of the manufacturer and certificate of the country of origin of the offered equipment/ items.</li> <li>IV. If Tenderer does not manufacture or produce the Goods it offers to supply shall submit Authorization Letter (Form PG4-5) from the Manufacturer (Wartsila-for engine spare/GEA Westfalia Separator Group-for Separator spare) furnished in Section 5: (Tender and Contract Forms) to demonstrate that it has been duly authorized by the manufacturer or producer to supply the Goods under this tender. Scanning Paper, E-mail copy, Faxed copy will not be allowed.</li> <li>V. Certificate from the manufacturer confirming that his offered items are new, unused, in good condition and will fit properly without any modification.</li> <li>VI. Guarantee / warranty certificate from the Tenderer on genuineness of the equipment/ items and its satisfactory performance during the warranty period as per GCC 33.3.</li> <li>VII. In support of specific experience, tenderer shall have to submit supply completion certificate from the purchaser mentioning the contract value and nature of supply. The end user certificate must contain full postal address (together with email address and fax and telephone number), so that the certificate can be verified.</li> <li>VIII. Tenderer shall have to submit end user certificate (as per attached format) of completing at least 02 nos. Major overhauling of 8.0 MW or higher capacity similar type (wartsila) diesel/HFO Engine within last 5 years stating that the tenderer has successfully completed major overhauling works (12000hrs, 24000,36000hrs &amp; 48000hrs etc.) of the Engine and the said engines had been in continuous commercial operation. The end user certificate must contain full postal address (together with email address and fax and telephone number), so that the certificate can be verified..</li> <li>IX. Authorization letter from any standard workshop facility to use the workshop if tenderer does not have any own workshop facility.</li> </ol>

	<p>X. Declaration of litigation history of the Tenderer.</p> <p>XI. Last three years audited balance sheet/credit facility/ bank solvency certificate mentioning the current balance of the tenderer.</p> <p>The Tenderer shall include the following additional information:</p> <p>a) Common approach or methodology for carrying out the work including maintenance procedure and detailed relevant information and work program.</p> <p>b) Schedule of work in bar chart form.</p> <p>c) List of special tools, equipment and instruments which they intend to bring to Bangladesh on re-exportable basis for completion of the work.</p> <p>d) Complete CV (PG4-11) of scheduled maintenance expert with detail experience and the key personnel who will perform the work.</p> <p>e) Maximum no. of days required to complete the work including required shut down period for each generating unit reckoning from the date of Contract Signing.</p> <p>f) Original printed catalogue/ technical literature, dimensional drawings for System, Equipment/Materials/items/ spares from manufacturer.</p> <p>g) List of special equipment and tools, which will be handed over to RPCL after completion of work (If any).</p>
ITT22.1	Alternatives Tender shall not be permitted.
ITT23.3	Tenders are being invited for single lot.
ITT 23.5	The Tenderer shall quote prices of 100 % items and quantity. Otherwise tender shall be rejected.
ITT 23.7	The following particular item represents more than fifty percent (50%) of the estimated lot value: <b>None</b>
ITT 23.11(c) ITT 23.12 (c) ITT 23.13 (e)	<ul style="list-style-type: none"> <li>• Unit price of the Goods to be quoted on CIP (Carriage &amp; Insurance Paid To: Incoterm 2020) basis. Port of Discharge: Chattogram seaport/ Dhaka Airport.</li> <li>• Final Destination: Raozan 25.5MW Dual Fuel Power Plant, Noapara, Raozan, Chattogram</li> <li>• The Contractor will be responsible for clearing and forwarding of goods and the payment of all other charges including import related duties to be liable by the port as well as other Govt. agencies inside Bangladesh for the goods to be imported in accordance with the specifications and inland transportation (with insurance) upto plant site.</li> </ul> <p>RPCL shall not pay the import related duties and taxes on any replacement or any additional items.</p>
ITT 23.12 (a)	Unit price of the Goods to be quoted on CIP (Carriage & Insurance Paid To: Incoterm 2020) basis. Port of Discharge: Chattogram seaport/ Dhaka Airport.
ITT 23.12 (d)	Unit price of the Goods to be quoted on CIP (Carriage & Insurance Paid To: Incoterm 2020) basis. Port of Discharge: Chattogram seaport/ Dhaka Airport.
ITT 24.3	Name of the foreign currency: USD or EUR and BDT.
ITT 25.2(b)	Spare parts are: <b>Not Required</b>

	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>Not Applicable</b>
<b>ITT26.1(b)</b>	<ol style="list-style-type: none"> <li>1. For spare parts of Engine authorization is required from the OEM of Engine (Wartsila).</li> <li>2. For HFO/LO Separator spares authorization is required from the OEM of Engine (Wartsila) or GEA Westfalia Separator Group GmbH</li> <li>3. Authorization letter from any standard workshop facility to use the workshop if tenderer doesnot have any own workshop facility.</li> </ol>
<b>ITT 26.1(C)</b>	After sales service is required.
<b>ITT 27.2</b>	The Tender validity period shall be 120 days.
<b>ITT 29.2</b>	In favour of <i>Rural Power Company Limited</i> .
<b>ITT29.3</b>	The amount of the Tender Security shall be USD 34,000.00 (Thirty Four Thousand) or Euro 32,000.00 (Thirty two thousand) or BDT 31,00,000.00 (Thirty one lakh)
<b>ITT 34.1</b>	In addition to the original of the Tender, <b>01 (One)</b> copy shall be submitted
<b>E. Submission of Tender</b>	
<b>ITT 35.2(c)</b>	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>Tender Enquiry No. &amp; Date:</p> <p>Brief Description of the materials:</p> <p>Name &amp; Address of the Purchaser:</p> <p>Name &amp; Address of the Tenderer.</p>
<b>ITT 35.7</b>	Tenderer shall not have the option of submitting their tender electronically
<b>ITT 35.8</b>	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <b>Not Applicable</b> .
<b>ITT36.1</b>	<p>For <b><u>Tender submission purposes</u></b> ,the Purchaser's address is:</p> <p>Executive Director (Engineering)</p> <p>Address:Rural Power Company Limited</p> <p>House No.-19, Road No.-1/B, Sector No.-09, UttaraModelTown, Dhaka-1230. Bangladesh.</p> <p><b>Deadline for submission of Tenders is:</b> 14-August-2022; 12:00 Noon (Local Time)</p>
<b>F. Opening and Evaluation of Tenders</b>	
<b>ITT42.2</b>	<p>The Tender opening shall take place at Corporate Office of Rural Power Company Limited.</p> <p>Address:</p>

	House No.-19, Road No.-1/B, Sector No.-09, Uttara Model Town, Dhaka-1230. Bangladesh. Opening date & time: 14-August-2022; 12:30 BST.
<b>ITT 42.3</b>	If electronic tender submission is permitted as sated under ITT sub-clause 34.8, the specific tender opening procedures shall be: <b>Not Applicable.</b>
<b>ITT 51.1</b>	Domestic preference shall not be a tender evaluation factor.
<b>ITT 52.5</b>	The applicable economic factors, for the purposes of evaluation of Tenders shall be: (a) <b><u>Adjustment for Deviations in the Delivery and Completion Schedule</u></b> <i>“The Goods covered by this Tendering process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6, Schedule of Requirements. No credit will be given for earlier completion. Tender offering late contract performance schedules within acceptable period will be accepted but the tenders shall be Adjusted in the evaluation by adding to the Tender Price at the rate of Zero point One (0.10%) Percent of the Tender Price for each day of delay. Tender offering delivery schedules beyond Sixty (60) days of the date specified in Section 6, Schedule of Requirement, shall be rejected.”</i> (b) <b><u>Cost of major replacement components, mandatory spare parts, and service</u></b> <i>not applicable</i>
<b>G. Award of Contract</b>	
<b>ITT61.1</b>	The maximum percentage by which quantities per item may be increased is 20% The maximum percentage by which quantities per item may be decreased is 20%
<b>ITT63.2</b>	The amount of Performance Security shall be ten percent (10%) of the Contract Price. <i>The Performance Security shall be in the form of an irrevocable and unconditional Bank Guarantee issued by a scheduled bank of Bangladesh or by a foreign bank duly endorsed &amp; authenticated by a scheduled bank of Bangladesh.</i>
<b>ITT70.5</b>	The name and address of the office where complaints to the Purchaser are to be submitted is: Attention: Managing Director Rural Power Company Limited Address: House No.-19, Road No.-1/B, Sector No.- 09, UttaraModelTown, Dhaka- 1230. Bangladesh.

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## Section 3. 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) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
- (b) **Contract Agreement** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
- (d) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract;;
- (e) **Day** means calendar days unless otherwise specified as working days;
- (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
- (g) **GCC** mean the General Conditions of Contract;
- (h) **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;
- (i) **Government** means the Government of the People's Republic of Bangladesh;
- (j) **Procuring Entity/Purchaser** means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;
- (k) **Related Services** means Services linked to the supply of Goods contracts.;
- (l) **PCC** means the Particular Conditions of Contract;
- (m) **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;
- (n) **Supplier** means a Person under contract with a Purchaser for the supply of Goods and related Services under the Act;
- (o) **Site** means the point(s) of delivery named in the PCC
- (p) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.



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- (q) **Verified Report** means the report submitted by the Purchaser to the Head of the Purchaser 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.
- 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 requires that Purchaser, as well as Suppliers, 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-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
- (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
- (c) 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 Purchaser or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Purchaser 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 Purchaser, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, noncompetitive levels, thereby denying a Purchaser 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.

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3.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it will, in the first place, allow the Supplier to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Supplier concerned. Any communications between the Supplier and the Purchaser related to matters of alleged fraud or corruption shall be in writing.

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

3.6 The Supplier shall permit the Purchaser 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 Purchaser 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.

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- 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 in 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;
- (h) Priced Schedule and schedule of requirements and ;
- (i) Other Documents 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 Contract shall have their origin in Eligible Countries.
- 6.3 For the purpose of the GCC Clause 6.2, 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 Purchaser shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English 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.

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- 10. Use of Contract Documents & Information**
- 10.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Purchaser'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 Purchaser. 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 Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under this Contract if so required by the Purchaser.
- 11. Communications & 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.
- 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 Purchaser 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 Purchaser free and harmless against such claims and shall not be in contravention of **The Trademark Act, 2009 and The Patents and Designs Act, 1911.**
- 13. Copyright**
- 13.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser 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**
- 14.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Purchaser'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.
- 15.2 Subcontracting of any portion of the Goods shall not relieve the Tenderer from any liability or obligations that may arise from its performance.
- 15.3 Supplier shall retain full responsibility for the contract and can not 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.

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- 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. Purchaser's Responsibilities** 17.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other licenses from local public authorities, the Purchaser 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 Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the contract.
- 17.2 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price under 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 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 Purchaser 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.

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**20. Instances When Amendment to Order May be Issued**

20.1 The Purchaser 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 hand, 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 additional items have become necessary to ensure that the goods are sufficiently protected from the elements;
- (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

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- 22.1, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Purchaser.
- 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.
- 23.2 The details of shipping and other documents to be furnished by the Supplier shall be specified in the PCC, and 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 consequent expenses.
- 24. Acceptance**
- 24.1 Acceptance by the Purchaser shall be completed 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 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 Purchaser must commence the inspection and acceptance process within two (2) days 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 During evaluation, tender has excluded and not taken into account:
- (a) In the case of Goods manufactured in Bangladesh, VAT payable on account of Supplier, which will be payable on the goods if a contract is awarded to the Tenderer;
- (b) in the case of Goods manufactured outside the Bangladesh, already imported or to be imported, customs duties, import VAT and other import taxes levied on the imported Good, VAT, which will be payable on the Goods if the contract is awarded to the Tenderer.
- 25.3 The Contract price will include all the costs paid or payable as stated under GCC Clause 25.2.
- 25.4 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.

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- 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.
- 26.2 If not in accordance GCC Clause 26.1, responsibility for transportation of the Goods shall be as specified in the **INCOTERM** indicated in the Price Schedule or any other trade terms specify the responsibilities of the Purchaser and Supplier as specified in PCC.
- 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 Purchaser 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 fulfillment of any other obligations stipulated in the Contract.
- 27.3 Payments shall be made promptly by the Purchaser, 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 Purchaser has accepted it.
- 27.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the tender price is expressed.
- 27.5 In the event that the Purchaser fails to pay the Supplier any payment by its respective due date or within the period set forth in the PCC, the Purchaser 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 arbitration 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 their final acceptance by the Purchaser.
- 28.2 If not in accordance GCC Clause 28.1, the insurance coverage shall be as specified in the **INCOTERM** indicated in the Price Schedule or any other insurance provisions as specified in PCC.
- 29. Taxes and Duties**
- 29.1 For Goods Manufactured within Bangladesh, the Supplier shall be entirely responsible for all taxes, duties, VAT, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Purchaser.
- 29.2 For Goods manufactured outside Bangladesh, the Supplier shall be entirely responsible for all taxes, duties and other such levies imposed outside Bangladesh.
- 29.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bangladesh, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.



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- 30. Performance Security**
- 30.1 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 30.2 The Performance Security shall be discharged by the Purchaser 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 Purchaser, including any warranty obligations as stated under GCC Clause 33, 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 Purchaser, by giving a notice of such disclaimer to the Purchaser.
- 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 Purchaser and shall be treated under GCC Clause 19.
- 32. Inspections and Tests**
- 32.1 The Purchaser 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 Purchaser requires and where they are to be conducted. The supplier shall at its own expense and at no cost to the Purchaser, carry out all such tests of the Goods and related services as are specified in the Contract.
- 32.2 The Supplier shall provide the Purchaser with a report of the results of any such test.
- 32.3 The Purchaser may engage external agents for the purpose of conducting inspection or pre-shipment inspection of Goods, provided that the Purchaser shall bear all of its costs and expenses.
- 32.4 The Purchaser or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 32.1, provided that the Purchaser 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 Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

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- 32.6 The Purchaser 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 Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, 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 Purchaser 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 Purchaser 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, or other such period as may be specified in the PCC, after the Goods, or any portion thereof as the case may be, have been delivered to and accepted in the form of an **Acceptance Certificate** as indicated in the GCC Clause 24.1 at the final destination indicated 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 Purchaser 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 Purchaser.

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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 Purchaser may proceed to call upon the Performance security without prejudice to any other rights which the Purchaser 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 a patent 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 Purchaser, 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 Purchaser in writing. It must state therein the cause/s and duration of the expected delay. The Purchaser 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 Purchaser 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 Purchaser (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 Damages**

35.1 Subject to GCC Clause 34 and 38, if the Supplier fails to 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 Purchaser 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 Contract price of the delayed Goods or unperformed / Related Services for each week or part thereof of delay until actual

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delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser 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 Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, the aggregate liability of the Supplier to the Purchaser 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 Purchaser.
- 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.
- 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;
  - (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
  - (iv) 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
  - (v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity;
  - (vi) freight embargoes;
  - (vii) acts of the Government in its sovereign capacity.

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- 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 Minimise 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 its 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 Purchaser 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 Purchaser terminates the contract as stated under GCC clause 42, resumption of delivery cannot be done.
- 41.4 Head of Purchaser 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 Purchaser 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 Purchaser 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 than

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sixty (60) calendar days after receipt of the notice from the Purchaser 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 Purchaser 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 deductible 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 Purchaser 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 Purchaser terminates the Contract in whole or in part, as stated under GCC Clause 42.1, the Purchaser 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 Purchaser 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 Purchaser 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 Purchaser 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 Purchaser and/or the Supplier.

**44. Termination for Convenience**

44.1 The Purchaser, 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 Purchaser's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.

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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 Purchaser;
- (b) The Head of Purchaser has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to , fortuitous event/s, change in laws and government policies;
- (c) Funding for the contract has been withheld or reduced;
- (d) Any circumstances analogous to the foregoing.

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 Purchaser at the contract terms and prices. For GOODS not yet performed and/or ready for delivery, the Purchaser 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:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Purchaser shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Purchaser, the Head of the Purchaser shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - i. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - ii. the extent of termination, whether in whole or in part;
  - iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - iv. special instructions of the Purchaser, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of

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the Purchaser 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 Purchaser shall issue an order terminating this Contract;

- (e) The Purchaser may, at anytime before receipt of the Supplier's verified position paper, 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;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Purchaser 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 ground(s) stated in the Notice to Terminate; and
- (g) The Head of the Purchaser 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 Purchaser.

**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 Purchaser, in accordance with their Delegation of Financial Powers, as required, 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 Purchaser 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**

- (a) If the Supplier /Purchaserbelieve 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;
- (b) 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;
- (c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it;
- (d) The supplier shall make all payments (fees and reimbursable



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expenses) to the Adjudicator, and the Purchaser shall reimburse half of these fees through the regular progress payments;

- (e) Should the Adjudicator resign or die, or should the Purchaser 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 Purchaser and the Supplier. In case of disagreement between the Purchaser 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.

**47.3 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, 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 rules of procedure specified in the PCC.

## Section 4. 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(j)	<p>The Purchaser is : Rural Power Company Ltd. Representative:</p> <p>Executive Director (Engineering) Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh</p> <p>Consignee: Executive Engineer (Plant In-charge), Raozan 25.5MW Dual Fuel Power Plant, Noapara, Raozan, Chattogram, Bangladesh.</p>
GCC 1.1(o)	<p>The point of delivery is: The point of delivery is Raozan 25.5MW Dual Fuel Power Plant, Noapara, Raozan, Chattogram, Bangladesh.</p>
GCC 5.1(i)	<p>The following documents shall also be part of the Contract:</p> <p>Please refer to the GCC Clause- 5.1 also following documents shall be part of the Contract:</p> <ol style="list-style-type: none"> <li>I. All clarifications and replies regarding technical specifications, drawings and arithmetic corrections etc submitted by the Tenderer.</li> <li>II. Performance Security.</li> <li>III. All other correspondences regarding this Tender.</li> <li>IV. Sealed and signed Tender document.</li> </ol>
GCC 11.1	<p>For <b>notices</b>, the Purchaser's contact details shall be:</p> <p>Attention: Executive Director (Engineering)</p> <p>Address: Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh.</p> <p>Telephone: +88 02 48961201</p> <p>Facsimile number: +88 02 48963229</p> <p>Electronic mail address: <a href="mailto:edengg@rpcl.gov.bd">edengg@rpcl.gov.bd</a></p>

	<p>For <b>notices</b>, the Supplier's contact details shall be:</p> <p>Attention:</p> <p>Address:</p> <p>Telephone:</p> <p>Facsimile number:</p> <p>Electronic mail address:</p>
<b>GCC 18.1</b>	The scope of supply and related works is as per Section 7. Technical Specifications
<b>GCC 22.2</b>	<p><b>The packing, marking and documentation within and outside the packages shall be:</b></p> <p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each packing shall be clearly marked with indelible ink/paint on at least four sides as follows:</p> <p>Name and address of Purchaser  Name of the Supplier  Contract Description  Final Destination/Delivery Point  Gross weight  Package number of total number of packages  Brief description of the content  Any special lifting instructions  Any special handling instructions  The Final destination of the goods shall be at Raozan 25.5MW Dual Fuel Power Plant, Raozan, Chattogram and the goods shall remain at the risk of supplier until the delivery has been completed.</p>
<b>GCC 23.1</b>	<p><b>Delivery Period shall be:</b></p> <ul style="list-style-type: none"> <li>• All sorts of spares and goods (listed in schedule 1.1) to be delivered at designated store of Raozan 25.5MW Dual Fuel Power Plant within 150 (one hundred fifty) days from L/C opening date.</li> <li>• 36000 Hrs schedule maintenance of 02 (Two) engines including L4 maintenance has to be completed within 06 (six) Months from the date of first indent. This completion period may extend upto 06 (six) months if any engine's operating hour does not reach 36000 Hrs within 10 (ten) month from the date of Commencement and/or in case of not getting permission for shutdown from the consignee.</li> <li>• The Contractor shall submit a Programme for the 36000 Hrs schedule maintenance Works before 7days of the commencement of specific schedule maintenance.</li> <li>• 36000 Hrs schedule maintenance including L4 maintenance of Specific Engine shall be completed within 20 (Twenty) days from the date of commencement/shutdown.</li> <li>• Commencement Date of 36000 Hrs schedule Maintenance shall be as per indent of the Project Manager.</li> </ul>

<p><b>GCC 23.2</b></p>	<p>The Purchaser reserves the right to cancel without informing the supplier, any or all items not delivered within the specified delivery period and to purchase the same from any other source at the expense of the supplier.</p> <p><b>Details of shipping and other documents to be furnished by the Supplier shall be:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex, e-mail or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, Bill of Lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>(a) One (1) original and Three (3) copies invoice of the Supplier showing the description of the Goods, quantity, unit price, and total amount;</li> <li>(b) One (1) original and Three (3) copies of the negotiable clean, on-board Bill of Lading/Airway Bill marked "freight prepaid".</li> <li>(c) One (1) Original and Three (3) copies of the <b>Manufacturer's/ Supplier's</b> packing list identifying contents of each package;</li> <li>(d) One (1) original <b>Manufacturer's warranty</b> stating that the offered items are new, unused and of the most recent or current models, and that they incorporate all recent improvements in accordance with GCC 33.1 &amp; will be fitted in the existing system and will operate satisfactorily during the warranty period as stated under GCC 33.3 of PCC;</li> <li>(e) Manufacturer's factory test certificate in one (1) original.</li> <li>(f) Quality and Quantity certificate of the Goods shipped in one (1) original.</li> <li>(g) One (1) Original Certificate of origin issued by the Chamber of Commerce of Exporting/ Manufacturer's Country.</li> </ul> <p>The Supplier shall ensure that the documents to be sent are <b>free from any discrepancy</b>. In case of any discrepancy in the documents, the supplier shall be responsible for any consequent expenses, such as additional bank charges, additional demurrage at port owing to delayed clearance of Goods etc. The negotiable sets of documents shall be original, signed by the Supplier.</p> <p>The supplier shall also ensure that the Purchaser shall receive the above documents at least Ten (10) days before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. The shipping documents described above shall be supplied as follows-</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">1. Executive Director (Engineering), RPCL, Dhaka</td> <td style="text-align: right;">1(one) set</td> </tr> <tr> <td>2. Executive Director (Finance &amp; Accounts), RPCL, Dhaka</td> <td style="text-align: right;">1(one) set</td> </tr> <tr> <td>3. Plant In-charge, Raozan 25.5MW Dual Fuel Power Plant, Raozan, Chattogram</td> <td style="text-align: right;">1(one) set</td> </tr> </table>	1. Executive Director (Engineering), RPCL, Dhaka	1(one) set	2. Executive Director (Finance & Accounts), RPCL, Dhaka	1(one) set	3. Plant In-charge, Raozan 25.5MW Dual Fuel Power Plant, Raozan, Chattogram	1(one) set
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<p><b>GCC 25.1</b></p>	<p>The Contract price is: as specified in the Contract Agreement Form (PG4 – 8).</p>						

<p><b>GCC 26.2</b></p>	<p>Responsibility of the Purchaser and Supplier is :</p> <ul style="list-style-type: none"> <li>• CIP (Carriage &amp; Insurance Paid To: Incoterm 2020) basis.Port of Discharge: Chattogram seaport/ Dhaka Airport.</li> <li>• The contractor will be responsible for clearing and forwarding of goods and the payment of all other charges including import related duties to be liable by the port as well as other Govt. agencies inside Bangladesh for the goods to be imported in accordance with the specifications and inland transportation (with insurance) upto plant site.</li> </ul> <p>RPCL shall not pay the import related duties and taxes on any replacement or any additional items.</p>
<p><b>GCC 27.1</b></p>	<p><b>Payment :</b>  Payments under this Contract shall be effected in the currency of the Tender for Foreign Currency and in Taka for local currency. Foreign currency payments shall be made through Letter of credit (LC) and local currency through transfer of fund to Contractor's account or its nominated local agent through local LC or Account Payee Cheque. RPCL shall pay to the Contractor in the following manners:</p> <p><b>a) Payment For Goods(Spare Parts) (Foreign currency part of Schedule 1.1):</b>  i) <b>80% (Eighty percent)</b> of foreign currency payment of the contract price will be made after shipment of the materials from the supplier / manufacturers end on presentation of original invoice certified by the purchaser, clean original shipping documents specified in GCC clause 23.2 and other necessary documents (as per L/C ) to negotiating bank.  ii) Payment of remaining <b>20% (Twenty percent)</b> foreign currency and 100% local currency of the contract price shall be made against satisfactory receiving cum joint inspection report and acceptance certificate issued by the consignee.</p> <p><b>b) Payment for Works/Service (Foreign currency part and local currency part; Schedule 1.2)</b>  i) 90% (Ninety percent) of the contract price of 36000 Hours Schedule maintenance Services will be paid after completion, Test run and synchronizing with grid upto full load of individual generating unit upon issuance of the <b>Provisional Acceptance Certificate</b> of respective generating unit after successful completion of testing and handing over against submission of invoices/claim billand completion certificate issued by the consignee.  ii) 10% (Ten percent)shall be made after completion of Defect Liability Period upon issuance of the <b>Completion of warranty period Certificate/Final Acceptance Certificate</b> of respective engine after removal of all defect(s) pointed out by the consignee against submission of invoices/claim bill.</p> <p>Note : The Contractor shall pay any local and state taxes, fees or charges whatever imposed or to be imposed on the Maintenance Experts/ Specialists and their personal effects during their stay in Bangladesh under the Contract &amp; Appendixes as per the existing rules of Bangladesh. The Contractor shall furnish necessary statements in this regard.</p>

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**BANKING CHARGES:**

- a) Letter of Credit opening and other charges including amendment charges within Bangladesh shall be borne by RPCL and those outside Bangladesh shall be borne by the supplier.
- b) The supplier shall have to bear all such charges both inside and outside Bangladesh in case of amendment of L/C if done at the request of the supplier.

**Provisional Acceptance Certificate (PAC)**

The work shall not be considered as complete provisionally until a PAC has been issued for the work, signed and dated by the consignee of RPCL and delivered to the Contractor.

The PAC for individual Generating Unit will be issued only after the final inspection of individual Engine (Generating Unit) has been carried out by a team of representatives of the Contractor and witness and accepted by the PAC committee of RPCL formed by the competent authority and the work has been judged complete and in compliance with the Contract Documents.

The test shall be performed as specified in the applicable Technical Requirements. Necessary testing equipment will be supplied by the Contractor if required. The final inspection and the performance test of equipment and the subsequent issuance of the PAC shall not be construed as a release to the Contractor from any Contractual liability or responsibility.

After completion of Schedule maintenance of 36K of each Engine (Generating Unit), the Contractor shall provide a written notice to Consignee to fix a date for final inspection. The consignee shall arrange a date for inspection and witnessing the operation of generating unit immediately after receiving written notice from the Contractor.

From the date of final inspection and test of completed works, at least three (3) weeks' time should be taken for observation to the outcome of the work, after which Provisional Acceptance Certificate should be issued for the work of respective generating unit, signed and dated by the Consignee and delivered to the Contractor, provided that no omissions or defects are found which may affect the commercial operation of the plant.

The final inspection and test will commence upon a written notice from the Contractor stating that the Respective Engine has successfully completed 24 hours continuous commercial operation at different loads including full load for at least 6 hours without any trouble after scheduled maintenance of 36K as per NLDC demands and fuel facilities. The full load generation output will be considered achievable basis all the BOP operates and performs within the OEM recommended operating range.

PAC effective date will be the date of final Inspection.

- ❖ After completion of the Defects Liability Period/ Warranty period of 12 months after PAC effective date, Final Acceptance Certificate shall be issued as mentioned below:

	<p><b>Final Acceptance Certificate (FAC)</b></p> <p>The work shall not be considered as completed until a Final Acceptance Certificate (FAC) is signed and issued by the Procuring Entity (PE) on the basis of the successful report of FAC committee formed by the competent authority stating that all work has been finally completed to their satisfaction. The Final Acceptance Certificate (FAC) will be given by the PE latest 28 (twenty eight) days after the expiration of the Defects liability period or different guarantee periods shall become applicable to different parts of the work, after the expiration of the latest of such periods and as soon as any and all works to be made good is completed to the satisfaction of the PE and the competent Authority.</p> <p>Partial Shipment and partial payment is allowed. Maximum numbers of partial shipment will be 03 (Three).</p>
<b>GCC 27.3</b>	<p>Payments shall be made in no case later than the 30 days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p>
<b>GCC 27.5</b>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be <i>[Indicate the days]</i> days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p><i>Not Applicable.</i></p>
<b>GCC 28.2</b>	<p><b>Insurance:</b></p> <p>The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation storage and delivery. In this manner all Insurance shall be made by the supplier through Bangladesh Sadharan Bima Corporation.</p> <p>The supplier shall inform directly to the Purchaser following Way:</p> <p>No sooner had the shipment is effected, as well as the materials reached the port of the destination, the supplier shall inform the purchaser about where, when and how those Imported Equipment/Materials are stored/shall be stored/are going to be stored at the Sea Port/Land Port/Airport.</p> <p>Shipment of Goods in any chartered vessel over 15(fifteen) years of age and shipment of goods in the Deck are prohibited. If the contractor fails to comply with these instructions they shall be held fully responsible for any loss or damage arising out of the non-compliance of these contract conditions.</p>

<p><b>GCC 29.0</b></p>	<p><b>Taxes &amp; Duties</b></p> <p><b>a) Bangladesh Income Tax &amp; VAT for income earned in Bangladesh:</b></p> <p>The Contractor shall be entirely liable to pay all income tax, VAT and all other taxes of similar nature earned in Bangladesh arising out of this contract for both foreign &amp; local currency portion (i.e., except CPT Value) of the contract price at the prevailing rule of GoB which shall be deducted at source during payment of bills for onward deposition of the same into government Treasury. At the date of payment if there is any increase or decrease in rate of income tax, vat and other taxes, RPCL will pay or receive respectively the balance amount.</p> <p><b>b) For Contractor’s equipment, material imported on re-exportable basis:</b></p> <p>The Contractor shall be entirely responsible for custom and import duties, VAT, taxes and all other levies imposed inside Bangladesh under applicable law of Bangladesh for importing the contractor’s construction equipment, tools and materials required for implementation of the contract in Bangladesh which shall be imposed on the condition to be exported after completion of the work.</p> <p><b>c) Foreign Country Taxes and permits</b></p> <p>The contractor shall pay all sales, income and other taxes and duties, tariff and import that can be lawfully assessed against the contractor by the government or any lawful authority of any country other than the people’s republic of Bangladesh which has jurisdiction over the contractor in connection with the contract and shall pay for all licenses permits and inspection required for the work including the cost or securing all export licenses and permits for materials, equipment, supplies and personnel exported from the country to Bangladesh.</p> <p><b>d) Import Duty, VAT, TAXES , LEVIES &amp; Other Taxes for permanent material of the work</b></p> <ul style="list-style-type: none"> <li>• The contractor will be responsible for clearing and forwarding of goods and the payment of all other charges including customs duty to be liable by the port as well as other Govt. agencies inside Bangladesh for the goods to be imported in accordance with the specifications and inland transportation (with insurance) upto plant site.</li> <li>• RPCL shall not pay the import related duties and taxes on any replacement or any additional items.</li> </ul>
<p><b>GCC 32.1</b></p>	<p><b>Post landing inspection</b></p> <p>Post landing inspection shall be done after arrival of the materials/equipment at Raozan Power Plant. The Post landing inspection of the materials/ equipment shall be conducted by RPCL’s Inspector or its authorized representative in the presence of the representative of the contractor. The program of such inspection shall be intimated to the representative of the contractor by RPCL upon arrival of the materials/ equipment at the above power station store. Receiving cum inspection report will be prepared after post landing inspection.</p>



<p><b>GCC 33.3</b></p>	<p><b>Warranty for Goods:</b></p> <p>The Supplier shall warrant that the goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials. The supplier shall further warrant that the goods supplied under this contract shall have no defect arising from design, materials or work man ship (except in so far as the design or materials is required by the Purchaser's Specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in conditions obtaining in the Purchaser's country.<b>Guarantee/ warranty certificate from the manufacturer mentioning that their offered items will be new, unused and will be fitted properly in the existing system without any modification.</b></p> <p>The warranty period for the parts will be 18 (eighteen) months from the date of delivery or 12 (Twelve) months from the date when the parts were placed in service whichever occurs earlier.</p> <p>The Purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.</p> <p>Upon receipt of such notice, with in Thirty (30) days the supplier shall, with all reasonable speed repairs or replace the defective goods or parts thereof, without cost to the Purchaser including delivery to RPCL'S store complete in all respects.</p> <p>Manufacturer default warranty will applicable for replaced spare parts under warranty claim.</p> <p>If the supplier, having been notified, fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such action/actions as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the provisions of the contract.</p> <p><b>Warranty for 36000Hrs Scheduled Maintenance Works:</b></p> <p>Unless otherwise specified the Defects liability period/ warranty period hereunder shall begin from the Effective date mentioned in Provisional Acceptance Certificate (PAC) for each generating unit after 36000 schedule maintenance and shall end after 12 (Twelve) months or 8000 EOH (individual generating unit) which comes earlier.</p> <p>The Contractor shall pay all costs for correction of defects including shop and field labour and supervision, transportation, parts, supplies, all tackles and special tools.</p> <p>The Contractor will be given an opportunity to check the existence of the defect and he shall promptly do the correction within reasonable time. This section states the limit of the Contractor's liability for defects for which he is responsible. When it is necessary to dismantle piping, ducts, machinery, equipment or other work furnished or performed by the Contractor in order to obtain access to the work, the cost of all such dismantling and re-assembling will be paid by the Contractor.</p>
	<p>The Contractor shall extend the provisions of the Defects Liability Period to cover all repaired and replacement parts furnished under the Defects Liability Period.</p>
<p><b>GCC 33.6</b></p>	<p>The Contractor shall correct any defects covered by the Warranty within 30 days of being notified by the Purchaser of the occurrence of such defects.</p>

<p><b>GCC 35.1</b></p>	<p><b>Liquidated Damages:</b></p> <p><b>For delayed Goods or unperformed related works and service:</b></p> <p>The applicable rate for liquidated damages for delay shall be: 0.5 percent of the Contract Price of the delayed Goods or unperformed related works and services for each week of delay until actual delivery or performance.</p> <p><b>For undelivered Goods:</b></p> <p>Supplier is responsible for supplying 100% contracted items. If the supplier fails to deliver any item, The Procuring entity will procure the item from other sources and actual cost will be adjusted from supplier's payment or the purchaser can adjust LD at the rate of 20% of the cost of non-supplied items.</p> <p><b>For Output of Generating unit:</b></p> <p>Liquidated damage is applicable on the output power of 36K overhauled generating unit. If the engine fails to achieve full load during performance test at diff. load including full load for 6 hours, the contractor shall pay to the liquidated damages at the rate of 1% (one percent) of the Contract Price of respective generating unit (engine) 36000 Hours Schedule maintenance Services as per Defined Scope, Test run and synchronizing with grid upto full load (price schedule 1.2) for decrease of 1% or its fraction of the output from the guaranteed output.</p> <p><b>Bonus on 36K Maintenance work:</b></p> <p>The Contractor shall be paid a Bonus calculated at the rate per calendar day@0.1% of Contract price of individual unit for each day (less any days for which the Contractor is paid for acceleration) that the Completion of the whole of the Works is earlier than the Intended Completion Date (18 days from the Commencement date of 36K Maintenance work for individual engine). The Project Manager shall require certifying that the Works are complete, although they may not have fallen due to being complete as per approved updated Programme of Works.</p>
	<p>Total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works.</p>
<p><b>GCC 47.2 (b)</b></p>	<p>The name of the Adjudicator:</p> <p>The President of the Institution of Engineers, Bangladesh (IEB)</p> <p>The name of the appointing authority of the Adjudicator shall be finalized by both the parties if necessary.</p>
<p><b>GCC 47.3 (b)</b></p>	<p>The rules of procedure for arbitration proceedings shall be as follows:</p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Bangladesh Arbitration Act 2001 as at present in force.</p>

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## Section 5. Tender and Contract Forms

Form	Title
	<b>Tender Forms</b>
PG4 – 1	Tender Submission Letter
PG4 – 2	Tenderer Information Sheet
PG4-2A	Subcontractor Information
PG4 – 3A,3B & 3C	Price Schedule for Goods
PG4 – 3D	Price Schedule for Related Services
PG4 – 4	Specifications Submission and Compliance Sheet
PG4 – 5	Manufacturer's Authorisation Letter
PG4 – 6	Bank Guarantee for Tender Security
PG4 – 6A	Bank's Commitment for Line of Credit ( <i>when this option is chosen</i> )
	<b>Contract Forms</b>
PG4 – 7	Notification of Award
PG4 – 8	Contract Agreement
PG4 – 9	Bank Guarantee for Performance Security
PG4 – 10	Bank Guarantee for Advance Payment

Forms PG4-1 to PG4-6 comprises part of the Tender and should be completed as stated in ITT Clause 21.

Forms PG4-7 to PG4-10 comprises part of the Contract as stated in GCC Clause 5.



and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form PG4 - 10.	

In signing this letter, and in submitting our Tender, we also confirm that:

- a) our Tender shall be valid for the period stated in the Tender Data Sheet (ITT Sub-Clause 27.2) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- b) a Tender Security is attached in the form of a bank guarantee in the amount stated in the Tender Data Sheet (ITT Clause 29) and valid for a period of 28 days beyond the Tender validity date;
- c) if our Tender is accepted, we commit to furnishing a Performance Security in the amount stated in the Tender Data Sheet (ITT Sub-Clause 63.2) in the form stated in Tender Data Sheet (ITT Sub-Clause 64.1) and valid for a period of 28 days beyond the date of completion of our performance obligations;
- d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*;

including Addendum to Tender Documents No(s) *[state numbers]* ,issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum have been issued]*;

- e) we, including as applicable, subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Sub-Clause 5.1;
- f) we are submitting this Tender as a sole Tenderer
- g) we are not a Government owned entity as defined in ITT Sub-Clause 5.3  
or  
we are a Government owned entity, and we meet the requirements of ITT Sub-Clause 5.3];  
*(delete one of the above as appropriate)*
- h) we, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents, in accordance with ITT Sub-Clause 5.5;
- i) we, including as applicable subcontractor, have not been declared ineligible by the Government of Bangladesh or the Development Partner, under the laws of Bangladesh or official regulations or by an act of compliance with a decision of the United Nations Security Council on charges of engaging in corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practices, in accordance with ITT Sub-Clause 5.6;
- j) furthermore, we are aware of ITT Sub Clause 4.3 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- k) we intend to subcontract an activity or part of the Supply, in accordance with ITT Sub-Clause 16.1 to the following Subcontractor(s);

Nature of the Supply or related	Name and address of Subcontractor
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service	

- l) we, confirm that we do not have a record of poor performance, such as abandoning the Supply, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Sub-Clause 5.8, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information Sheet(Form PG4-2);
- m) we are not participating as Tenderers in more than one Tender in this Tendering process. We understand that your written Notification of Award shall become a binding Contract between us, until a formal Contract is prepared and executed;
- n) we understand that you reserve the right to accept or reject any Tender, to cancel the Tender proceedings, or to reject all Tenders, without incurring any liability to Tenderers, in accordance with ITT Clause 58.1.

Signature:

<i>[insert signature of authorized representative of the Tenderer]</i>
--

Name:

<i>[insert full name of signatory with National ID]</i>
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In the capacity of:

<i>[insert designation of signatory]</i>
--

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

*[If there is more than one (1) signatory add other boxes and sign accordingly].*

**Attachment 1:** Written confirmation authorizing the above signatory (ies) to commit the Tenderer, in accordance with ITT Sub-Clause 34.3;



	<ul style="list-style-type: none"> <li>□ A certificate issued by the competent authority of Bangladesh stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number or in lieu any other document acceptable to the Purchaser demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfillment of taxation obligations in accordance with ITT Clause 5 .</li> <li>□ Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh in accordance with ITT Clause 5.</li> </ul>
<p><b>2. Litigation History:</b> [Number of arbitration awards against the tenderer over the period in accordance the ITT Clause 13.1] if no [state “None”]</p>	
<p><b>3. Qualification Information of the Tenderer:</b></p>	
3.1	<p>Number of years of overall experience of the Tenderer in the supply of goods and related services as stated under ITT Sub-Clause 14.1(a):</p>
3.2	<p>Number of completed supply contracts in the supply of similar goods and related services of required value within the period mentioned in TDS as stated under ITT Sub-Clause 14.1(b):</p> <ul style="list-style-type: none"> <li>▪ Number of Contracts:</li> <li>▪ Value of the Contracts:</li> <li>▪ Period of the Contract:</li> </ul>
3.3	<p>The supply and/or production capacity of Goods, if applicable, as stated under ITT Sub-Clause 14.(c)</p>
3.4	<p>Available liquid assets or working capital or credit facility in accordance with ITT Clause 15.1(a)</p>



## Subcontractor Information (Form PG4-2A)

*[This Form should be completed by each Subcontractor, preferably on its Letter-Head Pad]*

Invitation for Tender No: [ IFT No]  
 Tender Package No [Package No]  
 Lot No. (when applicable) [ Lot No]

1.	Eligibility Information of the Subcontractor <i>[ITT Clause5 and 26]</i>	
1.1	Nationality of Individual or country of Registration	
1.2	Subcontractor's legal title	
1.3	Subcontractor's registered address	
1.4	Subcontractor's legal status <i>[complete the relevant box]</i>	
	Proprietorship	
	Partnership	
	Limited Liability Concern	
	Government-owned Enterprise	
	Other (please describe)	
1.5	Subcontractor's year of registration	
1.6	Subcontractor's authorised representative details	
	Name	
	Address	
	Telephone / Fax numbers	
	e-mail address	
1.7	Subcontractor to attach copies of the following original documents	All documents to the extent relevant to ITT Clause 5 and 26 in support of its eligibility
The following two information are applicable for national Subcontractors		
1.8	Subcontractor's Value Added Tax Registration (VAT) Number	
1.9	Subcontractor's Tax Identification Number(TIN)	

[The foreign Subcontractors , in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]							
2. Key Activity(ies) for which it is intended to be Subcontracted [ITT Sub Clause 16.1]							
2.1	<table border="1"> <thead> <tr> <th>Elements of Activity</th> <th>Brief description of Activity</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Elements of Activity	Brief description of Activity				
Elements of Activity	Brief description of Activity						
2.2	List of Similar Contracts in which the proposed Subcontractor had been engaged						
	Name of Contract and Year of Execution						
	Value of Contract						
	Name of Procuring Entity						
	Contact Person and contact details						
	Type of Good supplied or service provided or Works performed						

**Price Schedule for Goods (Form PG4-3A)**  
**[Group A Tenders: Goods Manufactured in Bangladesh]**

<b>Invitation for Tender No:</b>		<b>Date:</b>	
<b>Tender Package No:</b>		<b>Package Description:</b>	<i>[enter description as specified in Section 6]</i>
<b>Tender Lot No:</b>		<b>Lot Description:</b>	<i>[enter description as specified in Section 6]</i>

1	2	3	4	5	6	7	8	9	10	
Line Item No .	Description of Item	Unit of Measurement	Quantity	Unit price EXW  <i>[FC or Taka.]</i>	EXW price per Line Item  (Col. 4 × 5) <i>[FC Taka.] or [Taka]</i>	Inland transportation, Insurance and other local costs for the delivery of the Goods to their final destination <i>[Taka]</i>	Cost of local labour, raw materials and components from origin in Bangladesh	VAT Payable on account of Supplier if the Contract is awarded <i>[Taka]</i>	Total Price per line item  (Col. 6+7) <b>FC Taka</b>	
<i>[Insert number of the item]</i>	<i>[Insert name of Goods]</i>	<i>[Insert name of the Unit]</i>	<i>[Insert number of Unit to be]</i>	<i>[Insert EXW unit price, also indicate Currency]</i>	<i>[Insert total EXW price per line item]</i>	<i>[Insert corresponding price per line item]</i>	<i>[Insert cost of local labour, raw material]</i>	<i>[Insert Supplier's VAT if Contract is]</i>	<i>[Insert total price per line item]</i>	
1										
<b>Note : Price offered in foreign currency (FC) &amp; Bangladesh Taka</b>							<b>Total Price for Lot</b>			
<b>Point of Delivery as per Schedule of Requirement:</b>						<b>Period of Delivery as per Schedule of Requirement:</b>				

Name:	<i>[insert full name of signatory]</i>	<i>Signature with Date and Seal</i>
In the capacity of:	<i>[insert designation of signatory]</i>	<i>[ Sign]</i>
Duly authorised to sign the Tender for and on behalf of the Tenderer		

## Schedule1.1: Price Schedule for Safety and Scheduled Maintenance Spare Parts (Form PG4-3B)

**[Group B Tenders: Goods Manufactured outside Bangladesh, to be imported]**

<b>Invitation for Tender No:</b>	PUR-025(FG/RPP/OTM)/2021-22, <b>Date:</b> 30/06/2022		
<b>Tender Package No:</b>	01	<b>Package Description:</b>	Procurement of Spare Parts and 36K Schedule Maintenance works of Raozan 25.5MW Dual Fuel Power Plant.
<b>Tender Lot No:</b>	01	<b>Lot Description:</b>	Procurement of Spare Parts and 36K Schedule Maintenance works of Raozan 25.5MW Dual Fuel Power Plant.

A.		Engine Spares								
1	2	3	4	5	6	7	8	9	10	11
Line Item No.	Description of Item	Country of Origin	Unit of Measurement	Quantity	Unit Price CIP (Chittagong Seaport/Dhaka Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Raozan Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and if applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT(Col 8+9)
1.	Anti-polishing ring		Pcs	20						
2.	O-ring		Pcs	24						
3.	O-ring		Pcs	40						
4.	Pin		Pcs	2						
5.	Cylinder Liner		Pcs	2						
6.	Screw		Pcs	6						

7.	O-ring		Pcs	15						
8.	Clamp		Pcs	2						
9.	Hose Gasket		Pcs	5						
10.	Hose gasket		Pcs	2						
11.	Hose gasket		Pcs	2						
12.	O-ring		Pcs	1						
13.	Big end bearing kit		Pcs	20						
14.	Piston Ring Kit		Pcs	20						
15.	Valve guide		Pcs	80						
16.	Sealing set for cylinder head replacement		Pcs	20						
17.	Seat ring for inlet valve		Pcs	40						
18.	Seat ring for outlet valve		Pcs	80						
19.	Valve Seat ring exhaust 40°+1mm		Pcs	5						
20.	Valve Seat ring exhaust 40°+2mm		Pcs	5						
21.	Valve Seat ring exhaust 40°+3mm		Pcs	5						
22.	Sealing set for cylinder head overhaul		Pcs	20						
23.	Exhaust valve		Pcs	40						
24.	Inlet valve		Pcs	40						
25.	Spindle		Pcs	6						
26.	Nut		Pcs	3						
27.	Spring		Pcs	6						
28.	Screw		Pcs	3						
29.	O-ring		Pcs	6						

30.	Roller Pin		Pcs	4						
31.	Tappet Roller		Pcs	3						
32.	Sealing Kit		Pcs	20						
33.	Spring plate		Pcs	10						
34.	Pump element		Pcs	25						
35.	Fuel rack		Pcs	20						
36.	Screw		Pcs	5						
37.	Pump cover		Pcs	3						
38.	Sealing set		Pcs	25						
39.	Push Rod		Pcs	3						
40.	Spring		Pcs	5						
41.	Screw		Pcs	10						
42.	Gasket		Pcs	1						
43.	Service kit		Pcs	1						
44.	Thermostatic element		Pcs	5						
45.	Screw		Pcs	4						
46.	Bearing		Pcs	2						
47.	Bearing		Pcs	2						
48.	Pair of friction ring		Pcs	4						
49.	Sealing Kit		Pcs	2						
50.	Screw		Pcs	20						
51.	Gasket		Pcs	20						
52.	Sealing ring		Pcs	20						
53.	Gasket		Pcs	40						
54.	Bellows		Pcs	5						
55.	Screw		Pcs	10						
56.	Nut		Pcs	10						
57.	O-ring		Pcs	10						

58.	Torsional spring		Pcs	5						
59.	Follower		Pcs	2						
60.	Torsional spring		Pcs	5						
61.	Gasket		Pcs	20						
62.	pin		Pcs	20						
63.	Ball joint		Pcs	2						
64.	O-ring		Pcs	10						
65.	Support ring		Pcs	1						
66.	Guide Ring		Pcs	1						
67.	Ball Valve		Pcs	2						
68.	Pipe Union		Pcs	1						
69.	Flexible hose, HT-water inlet		Pcs	2						
70.	Main Bearing Kit		Pcs	6						
71.	Guiding Washer		Pcs	16						
72.	Electronic Module ESM		Pcs	3						
73.	Thrust Bearing		Pcs	6						
74.	Flexible hose, HT-water outlet		Pcs	2						
75.	Screw		Pcs	6						
76.	O-Ring		Pcs	6						

77.	Cable Set		Pcs	2						
78.	Nut		Pcs	12						
79.	Temperature sensor		Pcs	6						
80.	Temperature sensor, Exh.Gas		Pcs	6						
81.	Speed pick-up		Pcs	2						
82.	Cover for Camshaft Gear		Pcs	2						
83.	Screw		Pcs	12						
84.	Crankase Cover		Pcs	1						
85.	Crankase Cover		Pcs	2						
86.	Cover for Cylinder Head		Pcs	2						
87.	Hose Gasket		Pcs	35						
88.	Bracket		Pcs	3						
89.	Side Cover, lower Part		Pcs	1						
90.	Side Cover, lower Part		Pcs	1						
91.	O-Ring		Pcs	4						
92.	O-Ring		Pcs	2						
93.	O-Ring		Pcs	3						
94.	O-Ring		Pcs	4						
95.	O-Ring		Pcs	6						



96.	O-Ring		Pcs	4						
97.	O-Ring		Pcs	6						
98.	Valve		Pcs	1						
99.	Valve		Pcs	1						
100.	O-Ring		Pcs	70						
101.	Covers Between Cylinder Liners		Pcs	3						
102.	Spring Retainer		Pcs	12						
103.	Cover		Pcs	1						
104.	Side Cover, Upper Part		Pcs	1						
105.	Pipe Union		Pcs	4						
106.	Pipe		Pcs	2						
107.	Pipe		Pcs	2						
108.	Pipe		Pcs	2						
109.	Screw		Pcs	14						
110.	Split Gear Wheel		Pcs	1						
111.	Pin		Pcs	2						
112.	Sealing Ring		Pcs	2						
113.	Stretcher		Pcs	8						

114.	Plug		Pcs	3						
115.	Fixing Piece		Pcs	60						
116.	Counterweight		Pcs	2						
117.	Pin		Pcs	4						
118.	Stud		Pcs	2						
119.	Nut		Pcs	2						
120.	Gear wheel		Pcs	1						
121.	Screw		Pcs	4						
122.	Spare part Kit		Pcs	3						
123.	Shim		Pcs	6						
124.	Bracket		Pcs	1						
125.	O-ring		Pcs	6						
126.	Piston		Pcs	1						
127.	Pin		Pcs	20						
128.	O-ring		Pcs	20						
129.	Gudgeon pin		Pcs	6						
130.	Piston skirt		Pcs	6						
131.	Protecting pipe		Pcs	6						
132.	Injection pipe		Pcs	10						

133.	Cylinder head		Pcs	2						
134.	Rocker arms with bracket		Pcs	2						
135.	Flange		Pcs	3						
136.	Injection valve		Pcs	7						
137.	Pipe union		Pcs	6						
138.	Pipe		Pcs	6						
139.	Connection piece		Pcs	3						
140.	Pipe		Pcs	6						
141.	Connection piece		Pcs	3						
142.	Indicator valve, compl.		Pcs	10						
143.	Pin		Pcs	12						
144.	O-ring		Pcs	6						
145.	O-ring		Pcs	6						
146.	Plug		Pcs	6						
147.	Bearing cover		Pcs	1						
148.	Thrust bearing bush		Pcs	3						
149.	Pin		Pcs	6						
150.	Pipe Union		Pcs	6						
151.	Pipe Union		Pcs	12						

152.	Pipe Union		Pcs	3						
153.	Plug		Pcs	3						
154.	Nut		Pcs	2						
155.	Screw		Pcs	2						
156.	Cover		Pcs	2						
157.	Adjusting Screw		Pcs	12						
158.	Nut		Pcs	12						
159.	Shaft		Pcs	12						
160.	Retainer ring		Pcs	6						
161.	Screw		Pcs	3						
162.	Drive gear		Pcs	1						
163.	Nut		Pcs	2						
164.	Thrust bearing		Pcs	2						
165.	Extension shaft		Pcs	2						
166.	Starting air cam		Pcs	1						
167.	Screw		Pcs	8						
168.	Extension		Pcs	2						
169.	Ball Valve		Pcs	3						
170.	Gear		Pcs	2						

171.	Pipe Union		Pcs	3						
172.	Pin		Pcs	6						
173.	Nut		Pcs	24						
174.	Screw		Pcs	24						
175.	Lifter, compl.		Pcs	3						
176.	Screw		Pcs	6						
177.	Sleeve		Pcs	12						
178.	Securing plate		Pcs	12						
179.	Housing		Pcs	3						
180.	Tappet		Pcs	6						
181.	Screw		Pcs	12						
182.	Injection pump		Pcs	3						
183.	Spring assembly		Pcs	6						
184.	Spring		Pcs	24						
185.	Sleeve		Pcs	24						
186.	Push rod		Pcs	20						
187.	Adjusting screw		Pcs	10						
188.	Nut		Pcs	10						
189.	Pin		Pcs	10						

190.	Drive gear		Pcs	2						
191.	Clamping ring		Pcs	2						
192.	Service kit		Pcs	3						
193.	Gear shaft		Pcs	1						
194.	Drive gear shaft		Pcs	1						
195.	Bearing bush		Pcs	4						
196.	Pin		Pcs	2						
197.	Screw		Pcs	8						
198.	Key		Pcs	2						
199.	Seal		Pcs	2						
200.	Retainer ring		Pcs	2						
201.	O-ring		Pcs	8						
202.	Drive gear wheel		Pcs	1						
203.	Pressure plate		Pcs	4						
204.	Pair of friction rings		Pcs	4						
205.	Bearing		Pcs	4						
206.	Retainer ring		Pcs	6						
207.	Bearing		Pcs	4						
208.	Clamp ring		Pcs	4						

209.	Clamp ring		Pcs	4						
210.	Bellows		Pcs	6						
211.	Screw		Pcs	50						
212.	Screw		Pcs	20						
213.	Flange		Pcs	6						
214.	Pipe		Pcs	3						
215.	Gasket		Pcs	2						
216.	Gasket		Pcs	2						
217.	Gasket		Pcs	2						
218.	Sealing Kit		Pcs	2						
219.	Lever		Pcs	1						
220.	Limiter		Pcs	1						
221.	Ball Joint		Pcs	2						
222.	Lever		Pcs	1						
223.	Over Speed Trip Device		Pcs	2						
224.	Pipe Union		Pcs	6						
225.	Pipe		Pcs	6						
226.	O-Ring		Pcs	6						
227.	O-Ring		Pcs	3						

228.	V-Ring		Pcs	4						
229.	Throttle Ring		Pcs	2						
230.	Pressure Valve		Pcs	1						
231.	Pipe Union		Pcs	3						
232.	Distributor		Pcs	1						
233.	Plug		Pcs	2						
234.	Worm		Pcs	1						
235.	Roller Bearing		Pcs	2						
236.	Gear		Pcs	1						
237.	Shaft seal		Pcs	3						
238.	Primary Gear		Pcs	2						
239.	Gear Wheel		Pcs	1						
240.	Shaft		Pcs	1						
241.	Worm Wheel		Pcs	1						
242.	Protecting Well		Pcs	2						
243.	Pressure Transmitter		Pcs	2						
244.	Adapter and Test Valve		Pcs	2						
245.	Pressure Gauge Valve		Pcs	1						



246.	Damper		Pcs	8						
247.	Speed Pick Up		Pcs	2						
248.	Coupling		Pcs	3						
249.	Pressue Gauge Valve		Pcs	2						
250.	Pressue Gauge Valve		Pcs	2						
251.	Push Button		Pcs	2						
252.	Relay		Pcs	5						
253.	Double Bellows		Pcs	3						
254.	Pin		Pcs	30						
255.	Flexible Hose 1000mm including Quick Coupling		Pcs	3						
256.	Flexible Hose 3000mm including Quick Coupling		Pcs	2						
257.	Voltage Monitoring Relay		Pcs	2						
258.	Block		Pcs	15						
259.	Flange		Pcs	6						
260.	Spare Part Kit		Pcs	5						
261.	Screw		Pcs	2						
<b>Total Price of the Goods (Euro/USD) and BDT</b>										
<b>Point of Delivery as per Schedule of Requirement: Raozan 25.5MW Dual Fuel Power Plant</b>										

B.		HFO/LO Separator Spare									
1	2	3	4	5	6	7	8	9	10	11	
Line Item No.	Description of Item	Country of Origin	Unit of Measurement	Quantity	Unit Price CIP (Chittagong Seaport/Dhaka Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Raozan Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)	
1.	BRAKE HOUSING		Pcs	1							
2.	CYLINDRICAL PRESSURE		Pcs	1							
3.	BRAKE BOLT, COMPL		Pcs	1							
4.	TAPERED HANDLE		Pcs	1							
5.	HEX HEAD SCREW		Pcs	3							
6.	GASKET		Pcs	6							
7.	SPINDLE, COMPL.		Pcs	1							
8.	SET OF DRIVE PARTS		Pcs	1							
9.	RING		Pcs	1							
10.	GASKET		Pcs	6							
11.	PROTECTIVE CAP		Pcs	1							
12.	TUBE PIECE		Pcs	1							
13.	SCREW COUPLING		Pcs	1							

14.	CONNECTOR	Pcs	1						
15.	LOW PRESSURE HOSE,	Pcs	2						
16.	SPINDLE CAP	Pcs	2						
17.	GASKET	Pcs	6						
18.	HOSE	Pcs	2						
19.	HOSE	Pcs	2						
20.	CABLE SLEEVE	Pcs	1						
21.	SCREW COUPLING	Pcs	2						
22.	BEARING SLEEVE, COMPL	Pcs	1						
23.	SPACER SLEEVE	Pcs	2						
24.	DRIVER, BALANCED WITH	Pcs	1						
25.	ALLEN SCREW	Pcs	6						
26.	WASHER / DISK	Pcs	1						
27.	SECURING RING	Pcs	1						
28.	ALLEN SCREW	Pcs	12						
29.	WATER CHAMBER	Pcs	1						
30.	GASKET	Pcs	12						
31.	CENTRIPETAL PUMP	Pcs	1						
32.	Pressure transmitter	Pcs	3						
33.	Air compressor regulator	Pcs	4						
34.	2-way ball valve	Pcs	1						
35.	Control valve	Pcs	1						
36.	Demister	Pcs	3						
37.	2-way ball valve	Pcs	1						
38.	Manual motor starter	Pcs	1						
39.	current transformer	Pcs	1						
40.	SENSOR BLOCK COMPL.	Pcs	1						
41.	BOWL, COMPL including	Pcs	1						
42.	HEX HEAD SCREW	Pcs	6						

43.	HEX HEAD SCREW		Pcs	24						
44.	RUBBER-METAL BUSH		Pcs	12						
45.	DRIVE BELT		Pcs	6						
46.	HOLDER		Pcs	1						
47.	CABLE SLEEVE		Pcs	2						
48.	SCREW COUPLING		Pcs	2						
49.	RING		Pcs	1						
50.	CONNECTOR		Pcs	2						
51.	GROOVED BALL BEARING		Pcs	6						
52.	ANGULAR CONTACT BALL BEARING		Pcs	12						
53.	DIAPHRAGM		Pcs	6						
54.	SOLENOID		Pcs	3						
55.	HOOD		Pcs	1						
56.	HANDLE CONNECTION PIECE, WELDED		Pcs	1						
57.	GASKET		Pcs	24						
58.	COUPLING NUT		Pcs	2						
59.	DRIVER, BALANCED WITH HALF KEY		Pcs	1						
60.	CLUTCH PULLEY		Pcs	1						
61.	SECURING RING		Pcs	2						
<b>Total Price of the Goods (Euro/USD)and BDT</b>										
<b>Point of Delivery as per Schedule of Requirement:</b>										

**Summary of Price Schedule for Goods (Form PG4-3B) Schedule1.1:**

Sl. No	Name of the Lot	Price of Goods in FC (Euro/USD)	Price of Inland transportation and other local costs for the delivery of the Goods to Raozan 25.5MW Dual Fuel Power Plant and VAT(BDT)
A.	Engine Spares		
B.	HFO/LO Separator Spare		
<b>Grand Total price of Schedule 1.1</b>			

Name:	<i>[insert full name of signatory]</i>	<i>Signature with Date and Seal</i>
In the capacity of:	<i>[insert designation of signatory]</i>	<i>[ Sign]</i>
Duly authorised to sign the Tender for and on behalf of the Tenderer		

## Price Schedule for Goods (Form PG4-3C) N/A

**[Group B Tenders: Goods Manufactured outside Bangladesh, already imported]**

Invitation for Tender No:		Date:	
Tender Package No:		Package Description:	<i>[enter description as specified in Section 6]</i>
Tender Lot No:		Lot Description:	<i>[enter description as specified in Section 6]</i>

1	2	3	3	4	5	6	7	8	9	10	11
Line Item No .	Descripti on of Item	Country of Origin	Unit of Measurement	Quantity	Unit price Including Custom Duties, import VAT & other import taxes already paid <b>[Taka]</b>	Custom Duties, import VAT & other import taxes already paid per unit <b>[Taka]</b>	Unit Price per line item net of Custom Duties, import VAT & other import taxes already paid <b>[Taka]</b> <b>(Col. 5 – Col.6)</b>	Price per line item net of Custom Duties, import VAT & other import taxes already paid <b>[Taka]</b> <b>(Col.4X Col. 7)</b>	Inland transportation , Insurance and other local costs for the delivery of the Goods to their final destination <b>[Taka]</b>	VAT Payable on account of Supplier if the Contract is awarded <b>[Taka]</b>	Total Price per line item <b>(Col.8+ Col.9)</b> <b>[Taka]</b>
<i>[Insert number of the item]</i>	<i>[Insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[Insert name of the Unit]</i>	<i>[Insert number of Unit to be supplied]</i>	<i>[Insert unit price including CD &amp; all import taxes]</i>	<i>[Insert CD,VAT &amp; import taxes paid per unit] to be</i>	<i>[insert unit price net of CD,VAT and import taxes]</i>	<i>[ insert price per line item net of CD,VAT and import taxes]</i>	<i>[Insert corresponding price per line item]</i>	<i>[Insert Supplier's VAT if Contract is awarded ]</i>	<i>[Insert total price per line item ]</i>
<b>Note : Price offered in Bangladesh Taka</b>									<b>Total Price for Lot</b>		
<b>Point of Delivery as per Schedule of Requirement:</b>							<b>Period of Delivery as per Schedule of Requirement:</b>				

Name:	<i>[insert full name of signatory]</i>	Signature with Date and Seal
In the capacity of:	<i>[insert designation of signatory]</i>	<i>[ Sign]</i>
Duly authorised to sign the Tender for and on behalf of the Tenderer		

**Schedule 1.2: Price and Completion Schedule for 36000 hrs Schedule Maintenance Works and Related Services (Form PG4-3D)**

<b>Invitation for Tender No:</b>		<b>Date:</b>	
<b>Tender Package No:</b>		<b>Package Description:</b>	Procurement of Spare Parts and 36K Schedule Maintenance works of Raozan 25.5MW Dual Fuel Power Plant.
<b>Tender Lot No:</b>		<b>Lot Description:</b>	Procurement of Spare Parts and 36K Schedule Maintenance works of Raozan 25.5MW Dual Fuel Power Plant.

SI No	Description of work	Quantity	Unit	Unit Price (BDT)	Total Price (BDT)	Remarks
<b>A. Fixed Cost (Inspection, repair or replacements which are not condition based)</b>						
1	36000 Hrs Scheduled Maintenance Works including Turbo charger Overhauling	2	lot			As per OEM Guideline and attached Scope of work list.
2	L4 Maintenance of the Alternator of Engine#02	1	nos			
<b>Total price of Schedule 1.2 BDT</b>						
In word: Taka						

Note 1: Applicable IT and VAT to be included within the quoted price and it will be deducted at source from the contractor's invoice or bill during payment as per [GCC(PCC)(29.0)]

Name:	<i>[insert full name of signatory]</i>	<i>Signature with Date and Seal</i>
In the capacity of:	<i>[insert designation of signatory]</i>	<i>[ Sign]</i>
Duly authorised to sign the Tender for and on behalf of the Tenderer		

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### Schedule 1.3: Grand Summary of all price schedules

SI No	Description	Total BDT	Total Euro/USD
1.	Sub Total - Schedule 1.1: Price Schedule for Safety and Scheduled Maintenance Spare Parts (Form PG4-3B)		
2.	Sub Total - Schedule 1.2: Price and Completion Schedule for 36000hrs Schedule Maintenance Works and Related Services (Form PG4-3D)		
<b>Total Price (in figure)</b>			
<b>Total Price (in Word)</b>			

**Note : Applicable IT and VAT to be included within the quoted price and it will be deducted at source from the contractor's invoice or bill during payment as per [GCC(PCC)(29.0)]**



## Specifications Submission and Compliance Sheet (Form PG4-4)

Invitation for Tender No:

Date:

Tender Package No:

Package Description: *[enter description as specified in Section 6]*

Tender Lot No:

Lot Description: *[enter description as specified in Section 6]*

Item No.	Name of Goods or Related Service	Country of Origin	Make and Model (when applicable)	Full Technical Specifications and Standards
1	2	3	4	5
	FOR GOODS			Note 1
	FOR RELATED SERVICES			

*[The Tenderer should complete all the columns as required]*

Signature:

<i>[insert signature of authorised representative of the Tenderer]</i>
--

Name:

<i>[insert full name of signatory]</i>
--

In the capacity of:

<i>[insert designation of signatory]</i>
--

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

---

## Manufacturer's Authorisation Letter (Form PG4 - 5)

*[The Tenderer shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include it in its tender, if so indicated in the TDS as stated under ITT Sub-Clause 26.1(b)]*

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No:	
To: Name and address of Purchaser]	

### WHEREAS

We *[insert complete name of Manufacturer]*,

who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby

authorize *[insert complete name of Tenderer]* to supply the following Goods, manufactured by us *[insert name and or brief description of the Goods]*.

We hereby extend our full guarantee and warranty as stated under GCC Clause 33 of the General Conditions of Contract, with respect to the Goods offered by the above Tenderer.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Address: *[insert full address including Fax and e-mail]*

Title: *[insert title]*

Date: *[insert date of signing]*

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## Bank Guarantee for Tender Security (Form PG4 – 6)

*[this is the format for the Tender Security to be issued by a scheduled bank of Bangladesh as stated under ITT Clauses 29 and 30]*

Invitation for Tender No:

Date:

Tender Package No:

Tender Lot No:

To:

[Name and address of Purchaser]

### TENDER GUARANTEE No:

We have been informed that *[insert name of Tenderer]* (hereinafter called “the Tenderer”) intends to submit to you its Tender dated *[insert date of Tender]* (hereinafter called “the Tender”) for the supply of *[description of goods and related services]* under the above Invitation for Tenders (hereinafter called “the IFT”).

Furthermore, we understand that, according to your conditions, Tenders must be supported by a Bank Guarantee for Tender Security .

At the request of the Tenderer, we *[insert name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of Tk*[insert amount in figures and in words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a. has withdrawn its Tender after opening of Tenders but within the validity of the Tender Security ; or
- b. refused to accept the Notification of Award (NOA) within the period as stated under Instructions to Tenderers (ITT) ; or
- c. failed to furnish Performance Security within the period as stipulated in the NOA; or
- d. refused to sign the Contract Agreement by the time specified in the NOA; or
- e. did not accept the correction of the Tender price following the correction of the arithmetic errors in accordance with the ITT; or

This guarantee will expire:

- (a) if the Tenderer is the successful Tenderer, upon our receipt of a copies of the contract signed by the Tenderer and the Performance Security issued to you in accordance with the ITT; or
- (b) if the Tenderer is not the successful Tenderer, twenty eight (28) days after the expiration of the Tenderer’s Tender validity period, being *[date of expiration of the Tender validity plus twenty eight(28) days]*

Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Signature

Seal

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## Letter of Commitment for Bank's Undertaking for Line of Credit (Form PG4-6A)

*[This is the format for the Credit Line to be issued by any internationally reputable bank in accordance with ITT Clause 26.1(d)]*

Memo No.:

Date:

Invitation for Tender No:

Date:

Tender Package No:

Lot No (when applicable):

To:

*[Name and address of the Procuring Entity]*

**CREDIT COMMITMENT No:** *[insert number]*

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the supply of Goods of *[description of Goods and related services]* under the above Invitation for Tenders (hereinafter called "the IFT").

Furthermore, we understand that, according to your conditions, the Tenderer's Financial Capacity i.e. Liquid Asset must be substantiated by a Letter of Commitment of Bank's Undertaking for Line of Credit.

At the request of, and arrangement with, the Tenderer, we *[name and address of the Bank]* do hereby agree and undertake that *[name and address of the Tenderer]* will be provided by us with a revolving line of credit, in case awarded the Contract, for the delivery of Goods and related services viz. *[insert name of supply]*, for an amount not less than *[name of currency(s)]* *[Amount in figure]* ( in words) for the sole purpose of the supply of Goods and related services under the above Contract. This Revolving Line of Credit will be maintained by us until issuance of "**Acceptance Certificate**" by the Procuring Entity.

In witness whereof, authorised representatives of the Bank have hereunto signed and sealed this Letter of Commitment.

Name and Signature

Name and Signature

---

## Notification of Award (Form PG4 - 7)

Contract No:  
To:

Date:

*[Name of Contractor]*

This is to notify you that your Tender dated *[insert date]* for the supply of Goods and related Services for *[name of contract]* for the Contract Price of Tk*[state amount in figures and in words]* as corrected and modified in accordance with the Instructions to Tenderers, has been approved by *[name of Purchaser]*.

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub-Clause 62.3
- ii. sign the Contract within twenty eight (28) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 67.2

You may proceed with the execution of the supply of Goods and related Services only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract, which shall become binding upon you.

We attach the draft Contract and all other documents for your perusal and signature.

Signed

Duly authorised to sign for and on  
behalf of *[name of Purchaser]*

Date:

---

## Contract Agreement (Form PG4 - 8)

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

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, *[brief description of goods and related services]* and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of BDT*[Contract Price in figures and in words]* (hereinafter called "the Contract Price").

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The following documents forming the Contract shall be in the following order of precedence, namely :
  - (a) the signed Form of Contract Agreement;
  - (b) the Notification of 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 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 Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser 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 Purchaser 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.

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 Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence  
of Name  
Address

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## Bank Guarantee for Performance Security (Form PG4 – 9)

*[This is the format for the Performance Security to be issued by an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable in accordance with ITT Sub-Clause 64.1 pursuant to Rule 27(4) of the Public Procurement Rules, 2008.]*

Contract No:

Date:

To:

[Name and address of Purchaser]

**PERFORMANCE GUARANTEE No:** *[insert Performance Guarantee number]*

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

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

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

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

*[Signatures of authorized representatives of the bank]*

Signature

Seal

---

## Bank Guarantee for Advance Payment (Form PG4 – 10)

*[this is the format for the Advance Payment Security to be issued by an internationally reputable bank and it shall have correspondent bank located in Bangladesh, to make it enforceable in accordance with GCC Clause 27.1]*

Contract No:

Date:

To:

[Name and address of Purchaser]

### ADVANCE PAYMENT GUARANTEE No:

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

Furthermore, we understand that, according to your Particular Conditions of Contract Clause 26.1, Advance Payment(s) on Contracts must be supported by a bank guarantee.

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

We further agree that no change, addition or other modification of the terms of the Contract to be performed, or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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

*[Signatures of authorized representatives of the bank]*

Signature

Seal



## Personnel Information (Form PG4-11)

*[This Form should be completed for each person proposed by the Tenderer on Form PW3-2 & PW3-3, where applicable]*

Invitation for Tender No:	[indicate IFT No]
Tender Package No	[indicate Package No]
This Package is divided into the following Number of Lots	[indicate number of Lot(s)]

<b>A. Proposed Position</b> (tick the relevant box)		
<input type="checkbox"/> Maintenance Expt (Elect.)	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<input type="checkbox"/> Maintenance Expt (Mech.)	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<input type="checkbox"/> Service Engineer	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<input type="checkbox"/> Superintending Engineer	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<input type="checkbox"/> Specialist	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<b>B. Personal Data</b>		
Name		
Date of Birth		
Years overall experience		
National ID Number		
Years of employment with the Tenderer		
Professional Qualifications:		
1.		
2.		
3.		
4.		
<b>C. Present Employment</b> [to be completed only if not employed by the Tenderer]		
Name of Procuring Entity:		
Address of Procuring Entity:		

Present Job Title:	

Years with present Procuring Entity:		
Tel No:	Fax No:	e-mail address:

Contact [*manager/personnel officer*]:

**D. Professional Experience**

Summarise professional experience over the last twenty years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

	From	To	Company / Project / Position / Relevant technical and management experience.
1			
2			
3			
4			
5			

## Section 6. Schedule of Requirements

<b>Invitation for Tender No:</b>	PUR-025(FG/RPP/OTM)/2021-22	<b>Date:</b>	30.06.2022
<b>Tender Package No:</b>	01	<b>Package Description:</b>	Procurement of Spare Parts and 36K Schedule Maintenance works of Raozan 25.5MW Dual Fuel Power Plant.
<b>Tender Lot No:</b>	01	<b>Lot Description:</b>	Procurement of Spare Parts and 36K Schedule Maintenance works of Raozan 25.5MW Dual Fuel Power Plant.

### A. List of Goods and Delivery Schedule

When completing Form PG4-3A, 3B & 3C the Tenderer shall quote prices and contract delivery dates for each lot separately, as specified in the List of Goods and Delivery Schedule.

Item No.	Description of Item	Unit of Measurement	Quantity	Point of Delivery	Delivery Date Required (in weeks)
<b>For Goods:</b> Description, Unit and Quantity as per Schedule 1.1: Schedule 1.1: Price Schedule for Safety and Scheduled Maintenance Spare Parts (Form PG4-3B)					
<b>Delivery Date:</b> Within 150 (one hundred fifty) days from the date of opening LC					
<b>Point of Delivery:</b> Raozan 25.5MW Dual Fuel Power Plant, Noapara, Raozan, Chattogram, Bangladesh					

## B. List of Related Services and Completion Schedule

When completing Form PG4-3D, the Tenderer shall quote prices and Completion date for services for each item against each lot

Item No.	Description of Item	Unit of Measurement	Quantity	Place where Services shall be performed	Final Completion Date(s) of Services
1	2	3	4	5	6
<p><b>For 36000Hrs Scheduled Maintenance Works:</b> Description, Unit and Quantity as per : Price and Completion Schedule for 36000hrs Schedule Maintenance Works and Related Services (Form PG4-3D)</p> <p><b>Place where Services shall be performed</b>                      Raozan 25.5MW Dual Fuel Power Plant, Noapara, Raozan, Chattogram, Bangladesh.</p> <p><b>Final Completion Date(s) of Services</b>  <b>For 36K Schedule Maintenance Service:</b></p> <ul style="list-style-type: none"> <li>36000Hrs scheduled maintenance Works including L4 Maintenance of 02 (Two) engines has to be completed within 06 (Six) Months from the date of Signing Contract.</li> <li>The Contractor shall submit a Programme for the 36000 Hrs schedule maintenance Works before 7 days of the commencement of specific schedule maintenance.</li> <li>36000 Hrs schedule maintenance Works of Specific Engine including L4 Maintenance shall be completed within 20 (Twenty) days from the date of commencement/shutdown.</li> <li>Work report for each individual engine should be submitted after completion of work.</li> </ul>					

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## Section 7. Technical Specifications

### 7.0 Description of Plant

Rural Power Company Ltd has 25.5MW Dual Fuel Power Plant at Raozan, Chattogram. The Power Plant was commissioned on 10.05.2013. It has 03 identical wartsila engines. The description of the unit is given below:

#### Detail Specification of Engine and Generator :

Engine :Manufacturer: Wartsila, Finland, Type & Configuration: V Engine, 20 Cylinder  
Model: W20V 32, Base Load: 8924 KW, Rated Speed: 750 rpm.

Generator: Manufacturer: ABB, Finland, Type: AMG 1120MP08 DSE Synchronous, Three Phase, Brushless salient pole type, KVA rating: 11.155 KVA, Power factor :0.8  
Max leading & lagging KVAR capability : 95000

### 7.1 Scope of Supply & Works.

The scope of the Tender comprises with supply of Goods (Spare parts for Safety and Schedule Maintenance) and 36K Schedule Maintenance Works of 02 nos of Engines (Engine#01 and Engine#02) and L4 Maintenance of Engine#02 of the Raozan 25.5 MW Power Plant.

### 7.2 Supply of Safety and Scheduled Maintenance Spare Parts:

The list of Safety & Scheduled Maintenance Spare Parts comprises with Engine related spares and HFO/LO Separator Spares. These items shall comply with following Technical Specifications:

#### 7.2 A: Engine Spares

S/L No.	Description of item	Part Number
1	Anti-polishing ring	100003, Wartsila
2	O-ring	100015, Wartsila
3	O-ring	100023, Wartsila
4	Pin	100100, Wartsila
5	Cylinder Liner	100110, Wartsila
6	Screw	100112, Wartsila
7	O-ring	100113, Wartsila
8	Clamp	100237, Wartsila
9	Hose Gasket	107035, Wartsila
10	Hose gasket	107114, Wartsila
11	Hose gasket	107115, Wartsila
12	O-ring	107319, Wartsila
13	Big end bearing kit	111016, Wartsila
14	Piston Ring Kit	113012, Wartsila
15	Valve guide	120013, Wartsila
16	Sealing set for cylinder head replacement	120015, Wartsila
17	Seat ring for inlet valve	120021, Wartsila
18	Seat ring for outlet valve	120022, Wartsila
19	Valve Seat ring exhaust 40°+1mm	120022, Wartsila
20	Valve Seat ring exhaust 40°+2mm	120022, Wartsila
21	Valve Seat ring exhaust 40°+3mm	120022, Wartsila

22	Sealing set for cylinder head overhaul	120054, Wartsila
23	Exhaust valve	121006, Wartsila
24	Inlet valve	121012, Wartsila
25	Spindle	123005, Wartsila
26	Nut	123008, Wartsila
27	Spring	123009, Wartsila
28	Screw	131065, Wartsila
29	O-ring	156161, Wartsila
30	Roller Pin	161003, Wartsila
31	Tappet Roller	161004, Wartsila
32	Sealing Kit	161021, Wartsila
33	Spring plate	165011, Wartsila
34	Pump element	165023, Wartsila
35	Fuel rack	165037, Wartsila
36	Screw	165057, Wartsila
37	Pump cover	165059, Wartsila
38	Sealing set	165080, Wartsila
39	Push Rod	167013, Wartsila
40	Spring	167014, Wartsila
41	Screw	167051, Wartsila
42	Gasket	181076, Wartsila
43	Service kit	181077, Wartsila
44	Thermostatic element	183003, Wartsila
45	Screw	191006, Wartsila
46	Bearing	191012, Wartsila
47	Bearing	191013, Wartsila
48	Pair of friction ring	191017, Wartsila
49	Sealing Kit	191051, Wartsila
50	Screw	200017, Wartsila
51	Gasket	200025, Wartsila
52	Sealing ring	200028, Wartsila
53	Gasket	200029, Wartsila
54	Bellows	200079, Wartsila
55	Screw	200084, Wartsila
56	Nut	200085, Wartsila
57	O-ring	211017, Wartsila
58	Torsional spring	224001, Wartsila
59	Follower	224004, Wartsila
60	Torsional spring	224005, Wartsila
61	Gasket	224050, Wartsila
62	pin	224051, Wartsila
63	Ball joint	224089, Wartsila
64	O-ring	228014, Wartsila
65	Support ring	352477, Wartsila
66	Guide Ring	352478, Wartsila
67	Ball Valve	357027, Wartsila
68	Pipe Union	357031, Wartsila

69	Flexible hose, HT-water inlet	FH401, Wartsila
70	Main Bearing Kit	100342, Wartsila
71	Guiding Washer	100186, Wartsila
72	Electronic Module ESM	516387, Wartsila
73	Thrust Bearing	100028, Wartsila
74	Flexible hose, HT-water outlet	FH402, Wartsila
75	Screw	100103, Wartsila
76	O-Ring	100025, Wartsila
77	Cable Set	100249, Wartsila
78	Nut	107018, Wartsila
79	Temperature sensor	TE521, Wartsila
80	Temperature sensor, Exh.Gas	504128, Wartsila
81	Speed pick-up	ST173, Wartsila
82	Cover for Camshaft Gear	107027, Wartsila
83	Screw	107518, Wartsila
84	Crankcase Cover	107026, Wartsila
85	Crankcase Cover	107010, Wartsila
86	Cover for Cylinder Head	107505, Wartsila
87	Hose Gasket	107158, Wartsila
88	Bracket	107153, Wartsila
89	Side Cover, lower Part	107241, Wartsila
90	Side Cover, lower Part	107249, Wartsila
91	O-Ring	107339, Wartsila
92	O-Ring	107335, Wartsila
93	O-Ring	107438, Wartsila
94	O-Ring	107330, Wartsila
95	O-Ring	107332, Wartsila
96	O-Ring	107333, Wartsila
97	O-Ring	107336, Wartsila
98	Valve	107094, Wartsila
99	Valve	107746, Wartsila
100	O-Ring	107774, Wartsila
101	Covers Between Cylinder Liners	107361, Wartsila
102	Spring Retainer	107362, Wartsila
103	Cover	107365, Wartsila
104	Side Cover, Upper Part	107252, Wartsila
105	Pipe Union	107284, Wartsila
106	Pipe	107192, Wartsila
107	Pipe	107193, Wartsila
108	Pipe	107194, Wartsila
109	Screw	110026, Wartsila
110	Split Gear Wheel	110022, Wartsila
111	Pin	110032, Wartsila
112	Sealing Ring	110023, Wartsila
113	Stretcher	110025, Wartsila
114	Plug	110005, Wartsila

115	Fixing Piece	507060, Wartsila
116	Counterweight	110002, Wartsila
117	Pin	110004, Wartsila
118	Stud	110003, Wartsila
119	Nut	110021, Wartsila
120	Gear wheel	110014, Wartsila
121	Screw	110018, Wartsila
122	Spare part Kit	110079, Wartsila
123	Shim	111015, Wartsila
124	Bracket	350127, Wartsila
125	O-ring	354088, Wartsila
126	Piston	113001, Wartsila
127	Pin	113002, Wartsila
128	O-ring	113013, Wartsila
129	Gudgeon pin	113010, Wartsila
130	Piston skirt	113011, Wartsila
131	Protecting pipe	145002, Wartsila
132	Injection pipe	167012, Wartsila
133	Cylinder head	120025, Wartsila
134	Rocker arms with bracket	143001, Wartsila
135	Flange	167059, Wartsila
136	Injection valve	167005, Wartsila
137	Pipe union	120125, Wartsila
138	Pipe	120029, Wartsila
139	Connection piece	120038, Wartsila
140	Pipe	120028, Wartsila
141	Connection piece	120036, Wartsila
142	Indicator valve, compl.	125011, Wartsila
143	Pin	131070, Wartsila
144	O-ring	131071, Wartsila
145	O-ring	131073, Wartsila
146	Plug	131074, Wartsila
147	Bearing cover	131063, Wartsila
148	Thrust bearing bush	131026, Wartsila
149	Pin	131025, Wartsila
150	Pipe Union	355037, Wartsila
151	Pipe Union	355035, Wartsila
152	Pipe Union	357081, Wartsila
153	Plug	131074, Wartsila
154	Nut	131068, Wartsila
155	Screw	131067, Wartsila
156	Cover	131066, Wartsila
157	Adjusting Screw	143012, Wartsila
158	Nut	143013, Wartsila
159	Shaft	143016, Wartsila
160	Retainer ring	143006, Wartsila
161	Screw	143018, Wartsila



162	Drive gear	148004, Wartsila
163	Nut	148060, Wartsila
164	Thrust bearing	148068, Wartsila
165	Extension shaft	148039, Wartsila
166	Starting air cam	148024, Wartsila
167	Screw	148018, Wartsila
168	Extension	148026, Wartsila
169	Ball Valve	357027, Wartsila
170	Gear	148010, Wartsila
171	Pipe Union	357050, Wartsila
172	Pin	148064, Wartsila
173	Nut	156110, Wartsila
174	Screw	156034, Wartsila
175	Lifter, compl.	161001, Wartsila
176	Screw	161006, Wartsila
177	Sleeve	161015, Wartsila
178	Securing plate	161007, Wartsila
179	Housing	161016, Wartsila
180	Tappet	161002, Wartsila
181	Screw	161023, Wartsila
182	Injection pump	165001, Wartsila
183	Spring assembly	165119, Wartsila
184	Spring	165075, Wartsila
185	Sleeve	228011, Wartsila
186	Push rod	167013, Wartsila
187	Adjusting screw	167018, Wartsila
188	Nut	167050, Wartsila
189	Pin	167057, Wartsila
190	Drive gear	181006, Wartsila
191	Clamping ring	181292, Wartsila
192	Service kit	181077, Wartsila
193	Gear shaft	182025, Wartsila
194	Drive gear shaft	182026, Wartsila
195	Bearing bush	182038, Wartsila
196	Pin	182024, Wartsila
197	Screw	182029, Wartsila
198	Key	182020, Wartsila
199	Seal	182023, Wartsila
200	Retainer ring	182166, Wartsila
201	O-ring	182027, Wartsila
202	Drive gear wheel	191018, Wartsila
203	Pressure plate	191016, Wartsila
204	Pair of friction rings	191017, Wartsila
205	Bearing	191013, Wartsila
206	Retainer ring	191054, Wartsila
207	Bearing	191012, Wartsila
208	Clamp ring	191094, Wartsila

209	Clamp ring	191019, Wartsila
210	Bellows	200079, Wartsila
211	Screw	200009, Wartsila
212	Screw	200019, Wartsila
213	Flange	200055, Wartsila
214	Pipe	200054, Wartsila
215	Gasket	220206, Wartsila
216	Gasket	220440, Wartsila
217	Gasket	220443, Wartsila
218	Sealing Kit	191051, Wartsila
219	Lever	224061, Wartsila
220	Limiter	224071, Wartsila
221	Ball Joint	224089, Wartsila
222	Lever	224066, Wartsila
223	Over Speed Trip Device	228010, Wartsila
224	Pipe Union	228009, Wartsila
225	Pipe	228008, Wartsila
226	O-Ring	228029, Wartsila
227	O-Ring	228027, Wartsila
228	V-Ring	228053, Wartsila
229	Throttle Ring	350602, Wartsila
230	Pressure Valve	350249, Wartsila
231	Pipe Union	357505, Wartsila
232	Distributor	471568, Wartsila
233	Plug	476017, Wartsila
234	Worm	483016, Wartsila
235	Roller Bearing	483034, Wartsila
236	Gear	483015, Wartsila
237	Shaft seal	483037, Wartsila
238	Primary Gear	483014, Wartsila
239	Gear Wheel	483020, Wartsila
240	Shaft	483019, Wartsila
241	Worm Wheel	483017, Wartsila
242	Protecting Well	504137, Wartsila
243	Pressure Transmitter	PT281, Wartsila
244	Adapter and Test Valve	506226, Wartsila
245	Pressure Gauge Valve	507053, Wartsila
246	Damper	5071053, Wartsila
247	Speed Pick Up	SE175, Wartsila
248	Coupling	514025, Wartsila
249	Pressure Gauge Valve	507053, Wartsila
250	Pressure Gauge Valve	507326, Wartsila
251	Push Button	516391, Wartsila
252	Relay	516125, Wartsila
253	Double Bellows	FH501A
254	Pin	165083, Wartsila
255	Flexible Hose 1000mm including Quick Coupling	800200, Wartsila

256	Flexible Hose 3000mm including Quick Coupling	800056, Wartsila
257	Voltage Monitoring Relay	Relay
258	Block	GS658.5 S, Wartsila
259	Flange	165065, Wartsila
260	Spare Part Kit	110079, Wartsila
261	Screw	148066,Wartsila

## 7.2 B. HFO/LO Separator Spare

S/L No.	Description of item	Part Number
1	2	3
HFO Separator, Model:OSE 40-0136-067/30,Serial-No.:9058-841,Bowl S/N:9058-841 made by GEA Westfalia Separator Group GmbH		
1	BRAKE HOUSING	2057-1038-000
2	CYLINDRICAL PRESSURE SPRING	0006-4354-160
3	BRAKE BOLT, COMPL	2057-1031-000
4	TAPERED HANDLE	0021-3525-000
5	HEX HEAD SCREW	0019-6903-150
6	GASKET	0007-2643-750
7	SPINDLE, COMPL.	2063-3429-000
8	SET OF DRIVE PARTS	2063-3050-000
9	RING	2062-1089-000
10	GASKET	0007-2035-750
11	PROTECTIVE CAP	2062-1066-000
12	TUBE PIECE	2063-1464-000
13	SCREW COUPLING	0018-3469-030
14	CONNECTOR	0018-3215-030
15	LOW PRESSURE HOSE, COMPL	0018-7944-000
16	SPINDLE CAP	2062-3266-000
17	GASKET	0007-2929-750
18	HOSE	0018-6585-710
19	HOSE	0018-6490-710
20	CABLE SLEEVE	0005-1601-700
21	SCREW COUPLING	0005-4485-930
22	BEARING SLEEVE, COMPL	0010-6205-030 (0010-6205-010 is replaced with 0010-6205-030)

23	SPACER SLEEVE	2057-3356-020
24	DRIVER, BALANCED WITH HALF KEY	2057-3483-020
25	ALLEN SCREW	0019-6146-150
26	WASHER / DISK	2057-3367-000
27	SECURING RING	0026-6011-170
28	ALLEN SCREW	019-6140-400
29	WATER CHAMBER BOTTOM	2063-6698-010
30	GASKET	0007-2023-750
31	CENTRIPETAL PUMP CHAMBER COVER,CPL.	2178-6642-020
32	Pressure transmitter	0005-1533-300
33	Air compressor regulator	0018-8303-560
34	2-way ball valve	0018-7801-630
35	Control valve	0018-8156-220
LO Separator, Model:OSE 20-0196-067/15, Serial-No.:9058-801, Bowl S/N:9058-801 made by GEA Westfalia Separator Group GmbH		
36	Demister	0018-8353-000
37	2-way ball valve	0018-1712-630
38	Manual motor starter	0005-1437-030
39	current transformer	0005-0924-220
40	SENSOR BLOCK COMPL.	2062-8828-000
41	BOWL, COMPL including Bowl top Part No. 2064-6611-000	2064-6600-510/2064-6660-510 (GPP)
42	HEX HEAD SCREW	0019-6965-400
43	HEX HEAD SCREW	0019-6841-400
44	RUBBER-METAL BUSH	0008-3533-000
45	DRIVE BELT	0021-3339-900
46	HOLDER	2065-1145-000
47	CABLE SLEEVE	0005-1601-700
48	SCREW COUPLING	0005-4485-930
49	RING	2058-1089-000
50	CONNECTOR	0018-3215-030
51	GROOVED BALL BEARING	0011-6207-000
52	ANGULAR CONTACT BALL BEARING	0011-7304-250
53	DIAPHRAGM	0018-5947-820
54	SOLENOID	0018-6654-010
55	HOOD	2064-8808-000
56	HANDLE CONNECTION PIECE, WELDED	2171-2191-030 (2171-2191-020 is replaced by 2171-2191-030)
57	GASKET	0007-1936-750
58	COUPLING NUT	0013-1006-600
59	DRIVER, BALANCED WITH HALF KEY	2059-3483-000
60	CLUTCH PULLEY	2059-3365-000
61	SECURING RING	0026-6011-170

N.B.: 1) The supplied spare parts of Engine must be from the OEM of Engine (Wartsila).

2) The Supplied Separator items must be from Wartsila or GEA Westfalia Separator Group Gmbh.

**7.3 Scope of work of 36000 Hrs Scheduled Maintenance Works of Engine#01 and 02 of Raozan 25.5MW Dual Fuel Power Plant. Engine Model: Wartsila W20V 32**

The 36000hrs Schedule Maintenance Services for Raozan 25.5MW Dual Fuel Power Plant shall be performed by engineers & technicians who have experience in Maintenance of "Wartsila" designed HFO fired Engine Generating Power Station relevant service under the supervision of OEM authorized engineer as per OEM Guideline and scope of work but not limited stated as below-

**Scope of work of 36K Schedule Maintenance of Engine#01 and #02**

Job No	Job Description	
1	Cylinder Head Overhauling	a) Overhauling of cylinder head.
		b) Inspection & Servicing of Cylinder Heads at Workshop.
		c) Dismantle and clean the underside, inlet and exhaust valves and ports.
		d) Inspect cooling spaces and clean if necessary.
		e) Grind the valves & valve seat if necessary.
		f) Inspect the valve rotators.
		g) Check rocker arms.
		h) Replace the O-rings in the valve guides.
		i) Check the starting valves in the cylinder head and Replace parts if necessary.
		j) Replace the O-rings at bottom of cylinder head screws. Mount the screw and tighten to specified torque.
		k) Check starting valves in cylinder head. Replace parts if necessary.
l) Cylinder heads and outfitting install back.		
2	Pistons	a) Dismantle the composite pistons and inspect the mating surfaces between the piston skirt and piston crown. Clean & Test for cracks.
		b) inspect and clean oil spaces
		c) Fit new bolts
		d) Pull, inspect and clean the pistons and piston rings.
		e) Check the height of the ring grooves (the height clearance of the rings).
		f) Check the retainer rings of the gudgeon pins.
		g) Inspect and service piston crown and replace piston rings.
		i) Note the running-in programme
		j) Pistons install back.
3	Connecting rods	a) Replace the big end bearing
		b) Inspect the mating surface serrations
		c) Measure the big end bore.
		d) Replace connecting rod screws with new ones.
		e) Inspect the small end bearings

		f) Replace if necessary
		g) Replace connecting rod shims.
		h) Big end bearing, Small end bearing & Connecting rods install back.
4	Cylinder Liner	a) Remove Liners and send to workshop.
		b) Renew the anti-polishing ring
		c) Inspection & Servicing of Cylinder Liners at Workshop.
		d) Cylinder liners install back.
5	Injection Pumps and Timing Measurement	a) Inspection & Servicing of FIP(s) at Workshop.
		b) Clean and inspect the injection pumps.
		c) Replace worn parts.
		d) Replace the erosion plugs
		e) Dismantle and Check the tappets.
		f) Replace worn and damaged parts if necessary.
		g) Overhaul of electro-pneumatic over speed trip device cylinder on the injection pump.
		h) Replace worn parts.
		i) Replace the sealing and O-ring.
		j) Fuel injection timing is needed to be adjusted.
		k) Overhaul Injection pumps guide block.
		l) Injection pumps install back & timing adjustment.
6	Injection valves	Test the opening pressure. Dismantle and clean the nozzles.
		Check the effective needle lift. Check the springs. Replace the O rings. Check the nozzle condition in a test pump. Overhaul & pressure adjustment. Replace parts if required
7	Engine fastening bolts	Check tightness of engine fastening bolts. Retighten if necessary
8	Starting air distributor	Dismantle. Clean & Inspect starting air distributor. Replace worn parts
9	Starting fuel limiter	Check & adjust the starting fuel limiter.
10	Exhaust Manifold/multiduct	a) Dismantle Clean and Check all the expansion bellows and ducts
		b) Replace if necessary.
11	Vibration Damper (Geislinger)	Check the vibration damper.
		Dismount damper ,separate damper inner member from damper outer member.
		Clean all parts, especially oil supply.- and venting holes
		Replace all accessible rubber seal rings
		Replace all disc springs and lock washers of the dismantled bolts
		Check the permissible wear
		Disassemble damper outer member, service or replacement of spring packs and inner star
		Parts which are exposed to wear may have to be refurbished or exchanged if required
12	Lubricating oil cooler	Remove from engine clean and pressure test. Replace parts if necessary
13	LT water pump.	Dismantle & check. Replace worn parts
14	LT pump driving gear.	Dismantle,Inspect LT-water pump driving gear. Replace parts if necessary.
15	Lubricating oil pump	Dismantle & Inspect the Main lubricating oil pump. Replace parts if necessary

16	Lube oil pump driving gear	Dismantle & Inspect lubricating oil pump driving gear. Replace parts if necessary.
17	LT pneumatic thermostatic valve.	Dismantle, Inspect and clean thermostatic elements, valve cone casings and O-rings, Replace parts if necessary.
18	HT pneumatic thermostatic valve.	Dismantle, Inspect and clean thermostatic elements, valve cone casings and O-rings, Replace parts if necessary.
19	Oil thermostatic valve.	Inspect & Clean the thermostatic element, valve cone-casing and O-rings.
20	Pre lubricating oil pump	Dismantle & Inspect the pre-lubricating oil pump. Replace parts if necessary.
21	Governor driving gear	Dismantle and Inspect governor driving gear. Replace parts if necessary
22	Turbocharger	a) Inspect the turbocharger & Clean it mechanically.
		b) Inspect the nozzle ring, turbine diffuser/cover ring, the gas inlet/outlet casings and replace if necessary
		c) Dismantle and check Turbine Shaft and compressor shaft, replace Turbine/compressor shaft and performed balancing if necessary
		d) Inspect and replace the bearings if necessary
		e) Other works as per OEM guideline.
23	Alternator L4 Maintenance	Alternator Level-4 Maintenance is needed to be performed. Engine & alternator alignment check & adjustment)
24	Alternator Coupling Alignment.	Engine and Alternator coupling dismantle, inspect and check, Alignment of Engine and Alternator check and adjustment
25	Engine (Electrical) Safety check and Trial run.	
26	Cam Shaft and Gears Inspection	Dismantle, Inspect the CamShaft Bearings. Replace parts if necessary. Measure backlash & bearing clearances, Check and adjustment of valve timing.
		Dismantle the Intermediate Gear. Inspection & check. Replace parts if necessary.
27	General overhaul of governor and Control Mechanism	Overhauling & calibration of Governor, Check for wear in all connecting links between the governor and all injection pumps. Replace parts & adjust if required.
28	Inspection of main bearing and thrust bearing	a) Dismantle and Inspect all main bearing & thrust bearing. Replace if necessary.
		b) Check the functioning of the hydraulic jack
		c) Replace the O-rings in the hydraulic jack.
29	Valve Mechanism (Tappet) inspection.	a) Dismantle and inspect rocker arms, Yoke and valve tappets.
		Replace parts if necessary, Check & adjust valve clearance
30	Engine running in program.	As per OEM guideline.
31	50 hrs routine maintenance.	As per OEM guideline.

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**All maintenance Work of 36K should be done in accordance with OEM Guideline.**

- After completion of 36K schedule maintenance, The contractor shall submit a details completion report on each generating unit.
- After completion of the each engine 36K hrs scheduled maintenance work, the said engine must run minimum 24 hours continuous operation at different loads including 6 hours full

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load without any trouble as Commercial operation, for reliability test of the works of said engine in presence of PAC committee of RPCL. Consignee of RPCL.

- Maintenance report prior and after Maintenance to be submitted.

### **7.3.1 Scope of Work for L4 Schedule maintenance of Alternator #02:**

**Alternator Type: AMG 1120MP08 DSE, Ratings: 11155KVA, 11KV,750RPM, 8 Poles, Serial: No. 4619541, Made by: ABB , Finland)**

L4 maintenance (Overhauling) will be conducted on alternator of DG #02 of the power plant. The works have to be conducted under supervision of OEM of Alternator/ DG unit. There must be at least the following personnel from OEM of Alternator/Engine –

- (1) One alternator specialist having degree of B.Sc. Engineering from a reputed university with 10 (Ten) years on hand experience to perform L4 maintenance. He should have previous experience on same type of alternator for at least 5 (five) nos of same type and capacity ABB alternator.
- (2) One foreman/technician having at least 5 (Five) years of experience and conducted at least 5 nos. L4 maintenance works of same type alternator from ABB made.
- (3) Curriculum Vitae of the specialist and technician along with experience certificates from the end users in proof of experiences must be submitted with the tender.

#### **Core Jobs:**

1. Visual Inspection
2. Dissemble
3. Cleaning (dry CO2 )
4. Electrical tests
5. Replacement of components If required ( Diode, Varistor, Capacitor etc )
6. Heating
7. Varnishing
8. Assemble
9. Alignment
10. Testing and commissioning

#### **Scope of works for the L4 maintenance:**

Followings are the typical scope of works for L4 maintenance but not limited to:

##### **A) General construction:**

- a) Visual inspection of disassembling and assembling Mounting and foundation.
- c) Visual inspection of Exterior.
- d) Visual inspection of Fastenings.
- e) Visual inspection of Anchor bolts.

##### **B) High voltage connection:**

- a) Visual inspection of disassembling and assembling of High voltage cabling.
- b) Visual inspection of disassembling and assembling of High voltage connections.
- c) Visual inspection of Terminal box accessories.
- d) Visual inspection of Cable transits.



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### **C) Stator and rotor:**

- a) Conduct initial electrical tests on stator and rotor before dismantling of the generator.
- b) Visual inspection and cleaning of accumulated dust, oil, grease etc on stator core and windings.
- c) Dismantling & removing of ducts, power cables, control cable, auxiliary panel, NGR panel etc as required for working on the generator
- d) Dismantling and remove of bearings, filters, exciter etc as required
- e) Decoupling of generator unit from the engine assembly.
- f) Dismantle and remove rotor from the unit assembly.
- g) Cleaning of stator and rotor windings by dry ice (Co2)
- h) Stator and Rotor should be heated according to OEM specified guidelines and prudent engineering practice.
- i) Varnishing the rotor and stator with anti-tracking H Class (180 degree C ) varnish.
- j) In case of any partial discharge sign on stator windings is observed then corrective action has to be taken by applying Semi-conductor Paint and other applicable methods
- k) After varnishing & painting conduct following electrical tests by applying suitable voltage as per OEM guidelines and prudent engineering practice-
  - on stator (i)- winding resistance (ii) Insulation resistance (iii) PI & (iv) DC Hi-pot etc.
  - on rotor- (i) winding resistance (ii) insulation resistance (ii) voltage drop test on each pole.
- l) Brazing of pole interconnection cables where necessary
- m) Visual inspection of stator coils overhangs.
- n) Visual inspection of stator coil supports.
- o) Visual inspection of stator slot wedges & wedges tightness checking by suitable method
- p) Visual inspection of stator terminal bars.
- q) Visual inspection of stator cable terminal fastenings and crimps.
- r) Visual inspection of rotor coil supports.
- s) Visual inspection of rotor balancing weights and damper bars.
- t) Thread in rotor into the stator
- u) Reinstallation of bearings, filter etc.
- v) Checking of air gap between stator and rotor.
- w) Visual inspection of connections in rotor.
- x) Visual checking Earthling brushes.
- y) Checking of Rotor shaft insulation resistance.

### **D) Excitation system, control and protection:**

- a) Visual inspection, cleaning and testing of exciter Diode Bridge.
- b) Visual inspection, cleaning and testing of exciter semiconductors.
- c) Visual inspection and cleaning exciter connections
- d) Visual inspection, cleaning, varnishing & painting of stator and rotor windings.
- e) Conduct electrical tests on exciter stator and rotor windings with suitable instruments as per OEM guide
- f) Visual inspection of AVR unit
- g) Visual inspection and cleaning of voltage transformers (VT) & current transformers (CT)
- h) Visual inspection of and testing of anti-condensation heaters.
- i) Visual inspection and checking of fuse , capacitor terminal connection boxes etc.
- j) Re-installation of exciter stator.

### **E) Lubrication system and bearings:**

- a) Visual inspection of Bearing assembly
- b) Visual inspection of bearing shells.
- c) Inspection of bearing seals.oil rings and replace(if necessary).

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- d) Checking of bearing insulation resistance
  - e) Checking of bearing oil and replace (if required)
  - f) Inspection of gaskets and replace with new gaskets as required.

**F) Cooling system:**

- a) Visual inspection and cleaning of Fan (s)
- b) Inspection, cleaning and replacement of filters (if required).
- c) Visual inspection and cleaning of ducts and air ways

**G) Installation.**

- a) Reassemble of all the components of the generator to make ready for operation
- b) Perform alignment check with Laser Alignment instruments.

**H) Commissioning of the alternator:**

(1) After completion of the maintenance work the Contractor shall have to perform commissioning tests of the alternator. The commissioning tests have to be performed at different load of the alternator.

(2) Measure and records electrical parameter of the alternator running at different loads.

**Note:** (1) All measuring and test equipments & tools has to be arranged by the contractor. The test equipment should have up-dated calibration certificate.

(2) The Contractor shall have to arrange all the materials like- cleaning chemicals, Varnish, Paint and rags, painting brushes, spray gun, heating blowers (if required) and other consumables as required for successful completion of the work.

(3) The contractor has to arrange in their own costs and arrangement all tools/tackles, hand tools, Special tools, testing equipment, support frame, steel structure, wooden block, lifting devices, hydraulic jacks etc. as required for successful execution of the works.

(4) RPCL will provide 400V,50 Hz ac power supply, pressurized air ( 7 bars), water supply , overhead 30 tons crane at engine hall available at the plant.

(5) The Contractor shall have to prepare inspection reports for the alternator and submit to RPCL at least 2 (Two) nos. hard copies with color print and a soft copy as well.

Note: The tenderer shall offer at least two alternative CV of similar qualification for each position with the technical proposal. The replacement of experts shall not happen without prior approval of HOPE. In case of any replacement, the incoming experts has be equal or more qualified than the minimum requirement as set forth.

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## Section 8. Drawings

### Notes on Drawings

*[Insert here a list of Drawings, including site plans, which should be attached to this section or annexed in a separate folder. The Drawings shall be clearly dated, numbered and show any revision number(s), if appropriate.]*

Not for Submission