

RPCL-NORINCO INTL POWER LIMITED

(A Joint Venture of RPCL and NORINCO Intl.)

Atlanta Trade Center (Level#07), House# 01, Road# 1/A, Sector# 04, Uttara, Dhaka-1230,
Bangladesh



Tender DOCUMENT

FOR

SELLING OF DRY ASH & GYPSUM

From

**PATUAKHALI 1320 (2×660) MW COAL FIRED
THERMAL POWER PLANT**

Date : 20th February, 2024

Tender Memo No. : PUR-004(DAGS/PATUAKHALI/OTM)/2023-24

Deadline for Tender Submission : 12th March, 2024 @ 12.00 PM (BST)

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Section I. Instruction to Tenderers

A. General

1. Scope of Tender

- 1.1. RPCL-NORINCO Intl. Power Limited (RNPL), as indicated in the Tender Data Sheet (TDS), issues this Tender Document for Selling of Dry Ash (Fly Ash and Dry Bottom Ash) and Gypsum (hereinafter combinedly referred as "Commodity") and Related Services incidental thereto, as specified in the TDS and as detailed in Section VI: Schedule of Requirements. The name of the Tender is stated in Section II (Tender Data Sheet (TDS)).
- 1.2. The Selling of Commodity Contract shall be for a period of five (5) years.
- 1.3. The successful Tenderer will be required to complete receiving of the Commodity and related services (when applicable) as specified in the Section IV (Particular Conditions of Contract (PCC)).
- 1.4. Throughout this Tender Document:
 - a) the term "in writing" means communicated in written form and delivered against receipt;
 - b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - c) "day" means calendar day.

2. Deposition of Earnings

- 2.1. The cost of Commodity shall be in Bangladesh Taka. Necessary VAT/ Taxes/ Advance Income Tax on the price of Commodity shall be borne by the Successful Tenderer and paid to Government Authority. Successful Tenderer shall deposit the receipt to RNPL accordingly.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

- 3.1 Employer requires that tenderers, contractors and their subcontractors observe the highest standard of ethics during the procurement and execution of contracts.
- 3.2 In pursuance of this policy, the Employer shall:
 - a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a tender for award; and
 - b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under RNPL; if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract under RNPL.

- 3.3** Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of RNPL, it shall, 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 RNPL related to matters of alleged fraud or corruption shall be in writing.
- 3.4.** The Employer defines, for the purposes of this provision, the terms set forth below as follows:
- a) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - b) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - c) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - d) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 3.5.** The Tenderer shall be aware of the provisions on fraud and corruption stated in GCC Clause 3 and GCC Sub-Clause 40.1(b).
- 3.6.** The Government requires that RNPL's personnel have an equal obligation not to solicit, ask for and/or use coercive methods to obtain personal benefits in connection with the said proceedings



4. Eligible Tenderer

- 4.1. This Invitation for Tenders is open to eligible Tenderers from all countries, except for any specified in the TDS.
- 4.2. A Tenderer may be a private entity, government. Owned entity or any combination of them under agreement in the form of an intended or existing joint venture, consortium or association (JVCA). All members of the JVCA shall be jointly and severally liable to RNPL. The JVCA shall aping a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVCA during bidding process and in the event the JVCA is awarded the Contract, during contract execution.
- 4.3. Local and International Companies / Consortium (individual company / joint venture organization who is willing to take Commodity and experienced in the same field) shall be entitled to participate in the tender. Foreign companies should submit their offer through a local company who will be the leading in their offer. In case of JV, the JV agreement in a non-judicial stamp by an amounting BDT 300 (Three Hundred Taka Only) have to submit.
- 4.4. A Government-owned enterprise in Bangladesh may also participate in the Tender if it is legally and financially autonomous, it operates under commercial law.
- 4.5. The Tenderer shall provide in Section V: Tender and Contract Forms, a statement that the Tenderer (including all members of a JVCA) is not associated, nor has been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the specifications and other documents for this Invitation for Tenders.
- 4.6. The Tenderer shall not be under a declaration of ineligibility or corrupt, fraudulent, collusive or coercive practices. in accordance with ITT Sub-Clause 3.2.
- 4.7. The Tenderer with a consistent history of litigation or a number of arbitration awards against it, shall not be eligible to Tender. The Tenderer shall supply the information requested in para 3.3 of the Tenderer Information Sheet (Form G-4).
- 4.8. The Tenderer shall have the legal capacity to enter into the contract.
- 4.9. The Tenderer shall not be insolvent, be in receivership, be bankrupt or being wound up, its business activities shall not be suspended, and it shall not be the subject of proceedings for any of the foregoing.



4.10. The Tenderer shall have fulfilled its obligations to pay taxes and social security contributions under the relevant national laws and regulations.

5. Site Visit

5.1. If the Tenderer requires to get information about the way / method of disposal of Commodity or similar services at Site, then the Tenderer, at own risk and responsibility may visit and examine the Site and obtain all relevant information for preparing the Tender before submission.

5.2. The Tenderer shall submit a written request letter to RNPL if they intend to visit the site giving adequate time before the site visit so that RNPL can make appropriate arrangements for such visit.

5.3. The costs of visiting the site shall be at the tenderer's own expense.

B. Tender Document

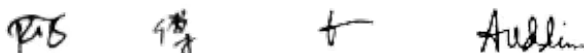
6. Tender Document Sections

6.1. The Sections comprising the Tender Document are listed below and should be read in conjunction with any Amendment issued in accordance with ITT Clause 10.

- Section I. Instructions to Tenderers (ITT)
- Section II Tender Data Sheet (TDS)
- Section III General Conditions of Contract (GCC)
- Section IV Particular Conditions of Contract (PCC)
- Section V Tender and Contract Forms
- Section VI Schedule of Requirements
- Section VII Technical Specifications
- Section VIII Power Plant Layout
- Section IX Site Conditions
- Section X Policy of Disposal of Commodity

6.2. RNPL shall reject any Tender submission if the Tender Document was not purchased directly from RNPL.

6.3. The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Document as well as in Tender Amendments, if any. Failure to furnish all information or documentation required by the Tender Document may result in the rejection of the Tender.



7.Tender Document:
Clarification

- 7.1. A prospective Tenderer requiring any clarification of the Tender Document shall contact RNPL in writing at RNPL's address indicated in the TDS. RNPL shall respond in writing to any request for clarification received no later than seven (7) days prior to the deadline for submission of Tenders.
- 7.2. RNPL 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.
- 7.3. Should RNPL deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 9 and ITT Subclause 29.3.

8.Tender Document:
Pre-tender Meeting

- 8.1. Deleted

9.Tender Document:
Amendment

- 9.1. At any time prior to the deadline for submission of Tenders, RNPL for any reason, on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document, may amend the Tender Document by issuing an amendment.
- 9.2. Any amendment issued shall become an integral part of the Tender Document and shall be communicated in writing to all those who have purchased the Tender Document.
- 9.3. To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, RNPL may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 29.3. In the event that an amendment shall be issued with a period of only one-third or less of the Tendering period remaining, then the deadline for the submission of Tenders may be extended by RNPL, if so, requested by a substantial number of Tenderers.

C. Qualification Criteria

10. Qualification of Bidders

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

11. Experience Criteria

11.1. The Tenderer either by himself (in case of Individual Tenderer) or by one of the Members (in case of Joint Venture) shall have the following minimum level of experience to qualify for participating in this Tender:

- a) a minimum number of years of overall experience in the field of Ash and /or Gypsum Handling and/or Processing System and related services as specified in the TDS;
- b) Minimum specific experience in installation/facilitation and/or operation of Pneumatic Ash Handling System and/or Gypsum Handling system shall be as specified in the TDS; and
- c) minimum capacity for end utilization shall be as specified in the TDS.

12. Financial Criteria

12.1. The Tenderer either by himself (in case of Individual Tenderer) or by one of the Members (in case of Joint Venture) shall meet the following minimum level of financial criteria to qualify for participating in this Tender:

- a) The minimum value of Commodity purchased in the last three years under maximum Three Contracts shall be as stated in the TDS; and
- b) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS



D. Tender Preparation

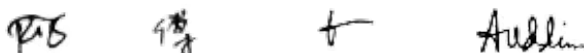
13. Tender: Only One 13.1. A Tenderer shall submit only one (1) Tender for each lot, either individually or as a Member in a JVCA. A Tenderer who shall submit or participate in more than one (1) Tender for each lot will cause all the Tenders with that Tenderer's participation to be rejected.
14. Tender Preparation Costs 14.1. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and RNPL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering Process.
15. Tender Language: 15.1. The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English language, unless specified otherwise in the TDS. 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.
- 15.2. The Tenderer shall bear all costs of translation to the governing language and all risks. of the accuracy of such translation.
16. Tender: Contents of tender 16.1 The Tender prepared by the tenderer shall comprise the following:
- a) the Tender Submission Sheet (Form G-1);
 - b) the Price Schedule (Form G-2) completed in accordance with ITT Clauses 17, 19 and 20;
 - c) Original Tender Security (Form G-5) completed in accordance with ITT Clause 26;
 - d) Specifications Submission Sheet (Form G-3) completed in accordance with ITT Clause 17;
 - e) alternative Tenders, if permitted, in accordance with ITT Clause 18;
 - f) written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT Clause 27;
 - g) documentary evidence in accordance with ITT Clause 21 establishing the Tenderer's eligibility to Tender, including the Tenderer Information Sheet (Form G-4);
 - h) documentary evidence in accordance with ITT Clauses 11 and 12;
 - i) documentary evidence in accordance with ITT Clause 23 establishing the Tenderer's qualifications to perform the contract if its Tender is accepted; and
 - j) any other document as specified in the TDS
17. Tender: Submission Sheet, Price Schedules and 17.1. The Tenderer shall submit the completed Tender Submission Sheet (Form G-1) as furnished in Section V: Tender and Contract Forms. This document shall



Specifications Submission Sheet

be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the tender may be rejected as being non-responsive.

- 17.2. The Tenderer shall submit the completed Price Schedule for Commodity and Related Services (Form G-2) as furnished in Section V: Tender and Contract Forms.
- 17.3. The Tenderer shall submit the completed Specifications Submission Sheet (Form G-3) as furnished in Section V: Tender and Contract Forms.
- 17.4. All the documents mentioned in ITT Sub-Clauses 17.1 to 17.3 shall be completed without any alterations to their format, filling in all blank spaces with the information requested, failing which the Tender may be rejected as being non-responsive.
18. Tender: Alternatives 18.1. Unless otherwise stated in the TDS, alternative Tenders shall not be considered.
19. Tender: Prices 19.1. The prices quoted by the Tenderer in the Tender Submission Sheet (Form G-1) and in the Price Schedule (Form G-2) shall conform to the requirements specified below.
- 19.2. All items as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule (Form G-2). Tender shall be evaluated in accordance with ITT Sub-Clause 19.3.
- 19.3. Highest Grand Total (after corrections, if any) of Column 8 (Total Price) in Form G-2
- 19.4. The Tenderer shall indicate on the Price Schedule (Form G-2) the unit prices and VAT /Taxes separately for Commodity under the contract.
- 19.5. Deleted
- 19.6. Deleted
- 19.7. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account, unless otherwise specified in the TDS.
20. Tender Currency 20.1. All prices shall be quoted in Bangladesh Taka.
21. Tender: Documents Establishing Eligibility 21.1. The Tenderer shall submit documentary evidence to establish its eligibility in accordance with ITT Clause 4 and, in particular, shall:
- a) complete the eligibility declarations in the Tender Submission Sheet (Form G-1), furnished in Section V: Tender and Contract Forms; and



- b) if in accordance with ITT Sub-Clause 4.2, the Tenderer is an existing or intended JVCA, it must submit the Tenderer Information Sheet (Form G-4) and the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JVCA, as appropriate

22. Deleted

23. Tenderers: Documents Establishing Qualifications

- 23.1. Tenderers shall submit documentary evidence to meet the qualification criteria specified in ITT 11 and 12.
- 23.2. Tenderers shall submit the Tenderer Information Sheet (Form G-4) furnished in Section V: Tender and Contract Forms
- 23.3. Tenderers shall include the following additional information and documents with their Tenders:
 - a) information on past three (3) years litigation in which the Tenderer has been involved or in which the Tenderer is currently involved;
 - b) total monetary value of similar Commodity procured and used for each of the last three (3) years;
 - c) financial reports or balance sheets or profit and loss statements or auditor's reports or bank references with documents or a combination of these demonstrating the availability of liquid assets to successfully complete the contract;
 - d) Average annual Company Turnover over the last three (3) years; and
 - e) authority to seek references from the Tenderer's Bankers.
- 23.4. Tenders submitted by a JVCA shall comply with the following requirements, and any other requirements as specified in the TDS:
 - a) the Tenderer shall include all the information listed in ITT Sub-Clause 23.3 for each JVCA Member;
 - b) the Tender shall be signed so as to be legally binding on all Members;
 - c) all Members shall be jointly and severally liable for execution of the Contract in accordance with Contract terms;
 - d) one of the Members shall be nominated as being in charge, authorized
 - e) to incur liabilities and receive instructions for and on behalf of any and all Members of the JVCA; and
 - f) the execution of the entire Contract, including payment, shall be done exclusively with the Member in charge.

24. Disqualification

- 24.1. RNPL shall disqualify a Tenderer who submits a document containing false information for purposes of qualification or misleads or makes false representations in proving its qualification requirements. If such an occurrence is proven, RNPL may declare such a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in future procurement proceedings.
- 24.2. RNPL may disqualify a Tenderer who has a record of poor performance, such as abandoning the supply, not properly completing the contract, inordinate delays, litigation history or financial failures.

25. Tender: Validity

- 25.1. Tender shall remain valid for the period specified in the TDS after the date of Tender submission prescribed by RNPL, pursuant to ITT Clause 29. A Tender validity for a shorter period shall be rejected by RNPL as non-responsive.
- 25.2. In exceptional circumstances, prior to the expiration of the Tender validity period, RNPL may solicit the Tenderers' consent to an extension of the period of validity of their Tenders. The request and the responses shall be made in writing. The Tender Security provided under ITT Clause 26, shall also be suitably extended promptly. If a Tenderer does not respond or refuses the request from RNPL shall not forfeit Tenderer's Tender Security, but its Tender shall no longer be considered in the evaluation' proceedings. A Tenderer agreeing to the request will not be required or permitted to modify its Tender.

26. Tender: Security

- 26.1. The Tenderer shall furnish as part of its Tender, a Tender Security in original form (Form G-5) and in the amount specified in the TDS.
- 26.2. The Tender Security shall:
- a) in the form of an irrevocable bank guarantee (Form G-5) issued by a Scheduled Bank of Bangladesh in the format furnished in Section 5: Tender and Contract Forms;
 - b) be payable promptly upon written demand by RNPL in the case of the conditions listed in ITT Sub-Clause 26.5 being invoked; and
 - c) remain valid for a period of 1 (one) month beyond the original validity period of Tenders, or beyond period of extension subsequently requested in Sub-Clause 25.2.
- 26.3. A Tender not accompanied by a valid Tender Security in accordance with ITT Sub-Clause 26.2, shall be rejected by RNPL as non-responsive.



- 26.4. Unsuccessful Tenderers' Tender Security will be discharged or returned within 1 (one) month of the end of the Tender validity period specified in ITT Sub-Clause 25.1 and 25.2. The Tender Security of the successful Tenderer will be discharged upon the successful Tenderer's furnishing of the Performance Security pursuant to ITT Clause 49 and signing the Contract Agreement.
- 26.5. The Tender Security may be forfeited:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Tender Submission Sheet, except as provided in ITT Sub-Clause 25.2; or
 - b) if the successful Tenderer fails to:
 - i. accept the correction of its Tender Price pursuant to ITT Sub-Clause 38.3; or
 - ii. furnish a Performance Security in accordance with ITT Clause 49; or
 - iii. sign the Contract in accordance with ITT Clause 50.
- 26.6. The Tender Security of a JVCA shall be in the name of the JVCA that submits the Tender. If the JVCA has not been legally constituted at the time of tendering, the Tender Security shall be in the name of all intended JVCA Members as named in the letter of intent mentioned in ITT Sub-Clause 21.1(b).

27. Tender: Format and Signing

- 27.1. The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Sub-Clause 16.1 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 them "COPY". In the event of any discrepancy between original and the copies, the original shall prevail.
- 27.2. The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to the Tenderer Information Sheet (Form G-4). The name and position held by each person signing the authorization must be typed or printed below the signature. 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 initialed by the person signing the Tender.

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- 27.3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed. by the person(s) signing the Tender.

E. Tender Submission

28. Tender: Sealing and Marking

- 28.1. The Tenderer shall enclose the original in one (1) envelope and all the copies of the Tender in another envelope, duly marking the envelopes as "ORIGINAL" and "COPY." The two (2) envelopes shall then be enclosed and sealed in one (1) single outer envelope.
- 28.2. 28.2. The inner and outer envelopes shall:
- a) bear the name and address of the Tenderer;
 - b) be addressed to RNPL at the address specified in the TDS;
 - c) bear the name of the Tender and the Tender Number as specified in the TDS; and
- bear a statement "DO NOT OPEN BEFORE ..." the time and date for Tender opening as specified in the TDS.
- 28.3. If all envelopes are not sealed and marked as required by ITT Sub-Clause 28.2, RNPL will assume 'no responsibility for the misplacement or premature opening of the Tender.

29. Tender: Submission Deadline

- 29.1. Tenders must be received by RNPL at the address specified in ITT Sub-Clause 28.2 no later than the date and time as specified in the TDS.
- 29.2. Tenders may be hand delivered. RNPL shall, on request, provide the Tenderer with a receipt showing the date and time when its Tender was received.
- 29.3. RNPL may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Document in accordance with ITT Clause 9, in which case all rights and obligations of RNPL and Tenderers previously subject to the deadline shall thereafter be subject to the new deadline as extended.

Handwritten signatures and initials: PB, 98, a cross-like mark, and Audlin.

30. Tender: Submitted Late

30.1. Any Tender that will be received by RNPL after the deadline for submission of Tenders in accordance with ITT Clause 29 shall be declared late, will be rejected, and returned unopened to the Tenderer.

31. Tender: Modification, Substitution or Withdrawal

31.1. A Tenderer may modify, substitute or withdraw its Tender after it will be submitted by sending a written notice, duly signed by the same authorized representative, and shall include a copy of the authorization in accordance with ITT Sub-Clause 27.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the Tender must accompany the respective written notice. The written notice must be:

a. submitted in accordance with ITT Clauses 27 and 28 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "MODIFICATION" "SUBSTITUTION," OR "WITHDRAWAL,"

b. and received by RNPL prior to the deadline prescribed for submission of Tenders, in accordance with ITT Clause 29

31.2. Tenders requested to be withdrawn in accordance with ITT Sub- Clause 31.1 shall be returned unopened to the Tenderers, only after the Tender opening.

31.3. No Tender shall be modified, substituted or withdrawn after the deadline for submission of Tenders specified in ITT Clause 29.

F. Tender Opening and Evaluation

32.Tender Opening

- 32.1. RNPL shall open the Tenders in public, including modifications or substitutions made pursuant to ITT Clause 31, at the time, on the date, and at the one place specified in the TDS. Tenders for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 31 shall not be opened. Tenderers or their authorized representatives shall be allowed to attend and witness the opening of Tenders and shall sign a register evidencing their attendance.
- 32.2. The name of the Tenderer, Tender, Tender modifications, substitutions or withdrawals, total amount of each Tender, number of corrections and the presence or absence of a Tender Security, any alternatives if so permitted, and such other details as RNPL, at its discretion, may consider appropriate, shall be read out aloud and recorded. Only those alternative offers read out at the Tender opening shall be considered for evaluation. All pages of the original of the Tenders, except for un-amended printed literature, will be initialed by a minimum of three (3) members of RNPL's Tender Opening Committee.
- 32.3. Minutes of the Tender opening shall be made by RNPL and furnished to any Tenderer upon receipt of a written request. The minutes shall include, as a minimum: the name of the Tenderer and whether there is a withdrawal, substitution or modification, the Tender Price, per lot if applicable, including any discounts and alternative offers, and the presence or absence of a Tender Security, if one was required.
- 32.4. Tenders that will not be opened and read out at the Tender opening shall not be considered, irrespective of the circumstances, and shall be returned unopened to the Tenderer.
- 32.5. No Tender shall be rejected at the Tender opening, except or late Tenders, which shall be returned unopened to the Tenderer pursuant to ITT Clause 30.

33. Tender: Confidentiality

33.1. After the opening of Tenders, information relating to the examination, clarification, and evaluation of Tenders and recommendations for award shall not be disclosed to Tenderers or other persons not officially concerned with the evaluation process until after the award of the Contract is announced.

34. Nonmaterial Nonconformities

34.1. RNPL may ask Tenderers for clarification of their Tenders in order to facilitate the examination and evaluation of Tenders. The request for clarification and the response shall be in writing, and any changes in the prices or substance of the Tender shall not be sought, offered or permitted, except to confirm the correction of arithmetical errors discovered by RNPL in the evaluation of the Tenders, in accordance with ITT Clause 38.

35. Tender: Contacting RNPL

35.1. Following the opening of the Tenders and until the Contract is signed no Tenderer shall make any unsolicited communication to RNPL or try in any way to influence RNPL's examination and evaluation of the Tenders.

35.2. Any effort by a Tenderer to influence RNPL in its decisions on the examination, evaluation, comparison, and post-qualification of the Tenders or Contract award may result in the rejection of its Tender.

35.3. Notwithstanding ITT Sub Clause 35.1, from the time of tender opening to the time of Contract award, if any Tenderer wishes to contact RNPL on any matter related to the tendering process, it should do so in writing.

36. Tender: Responsiveness

36.1. RNPL's determination of a Tender's responsiveness is to be based on the contents of the Tender itself without recourse to extrinsic evidence.

36.2. A substantially responsive Tender is one that conforms in all respects to the requirements of the Tender Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) affects in any substantial way the scope, quality, or performance of Disposal of Commodity and Related Services specified in the Contract; or
- b) limits in any substantial way or is inconsistent with the Tender Document, RNPL's rights or the Tenderer's obligations under the Contract; or
- c) if rectified would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

36.3. If a Tender is not substantially responsive to the Tender Document it shall be rejected by RNPL and shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.



37.Tender:
Non-conformities, Errors
and Omissions

36.4. There shall be no requirement as to the minimum number of responsive Tenders.

37.1. RNPL may regard a Tender as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in Tender Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Tender.

37.2. Provided that a Tender is substantially responsive, RNPL may request that the Tenderer submits the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspect of the price of the Tender. Failure by the Tenderer to comply with the request may result in the rejection of its Tender.

38.Tender: Correction of
Arithmetical Errors

38.1. Provided that the Tender is substantially responsive, RNPL shall correct arithmetical errors on the following basis:

- a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless, in the opinion of RNPL, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall 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; and
- c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

38.2. Any arithmetical error or other discrepancy, as stated in ITT Sub-Clause 38.1, is found it shall be immediately notified to the concerned Tenderer.

38.3. Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-Clause 38.1, its Tender shall be disqualified and its Tender Security may be forfeited.



39. Tender: Preliminary Examination

39.1. RNPL shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 16 has been provided, and to determine the completeness of each document submitted.

39.2. Any Tenderer that does not accept the correction of errors as determined by the application of ITT Sub-Clause 38.1, its Tender shall be disqualified and its Tender Security may be forfeited.

40. Tender: Technical Evaluation

40.1. RNPL shall secondly examine the Tender to confirm that all terms and conditions specified in the GCC and the PCC have been accepted by the Tenderer without any material deviation or reservation.

40.2. RNPL shall evaluate the technical aspects of the Tender submitted in accordance with ITT Clause 11 and 12.

40.3. If, after the examination of the terms and conditions and the technical aspects of the Tender, RNPL determines that the Tender is not substantially responsive in accordance with ITT Clause 36, it shall reject the Tender.

41. Tender: Financial Evaluation

41.1. Only tenders that, have been found substantially responsive in accordance with ITB 40, shall have their financial proposals evaluated.

41.2. To evaluate a Tender, RNPL shall consider the following:
a) the Tender price as quoted in accordance with ITT Clauses 17 and 19, excluding local taxes (VAT/ AIT and other taxes) which will be payable on receiving of Ash and Gypsum if contract is awarded);
price adjustment for correction of arithmetical errors pursuant to ITT Sub-Clause 38.1;

41.3. Deleted

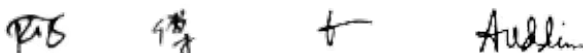
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42. Tender: No Negotiation

42.1. No negotiation shall be held with the highest or any other Tenderer.

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



43. Tender: Comparison

43.1. RNPL shall compare all substantially responsive Tenders to determine the Highest Evaluated Tender, in accordance with ITT Clause 41.

44. Tender: Post Qualification

44.1. RNPL shall determine to its satisfaction whether the tenderer that is selected as having submitted the highest evaluated and substantially responsive Tender is qualified to perform the Contract satisfactorily.

44.2. The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT Clause 23, to clarifications in accordance with ITT Clause 34 and the qualification criteria indicated in ITT Clauses 10, 11 and 12. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.

44.3. An affirmative determination shall be a pre-requisite, award of the Contract to the Tenderer. A negative determination shall result in rejection of the Tenderer's Tender, in which event RNPL shall proceed to the next highest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

45. Tenders: RNPL's Authority to Accept or to Reject Any or All

45.1. RNPL reserves the right to accept any Tender, to annul the Tender process, or to reject any or all Tenders, at any time prior to contract award, without thereby incurring any liability to the affected Tenderers, or any obligation to inform Tenderers of the grounds for RNPL's actions.

G. Contract Award

46. Award Criteria

46.1. RNPL shall award the Contract to the Tenderer whose offer is substantially responsive to the Tender Document and that shall be determined to be the highest evaluated Tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

47. RNPL's Right to Vary Quantities

47.1. The maximum amount of Commodity to be taken by the Successful Tenderer shall be as specified in Section VI (Schedule of Requirements) when Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant is in normal operation. RNPL shall plan to supply Commodity to the Successful Tenderer continuously 24 hours. The Successful Tenderer shall take delivery of maximum quantities specified. The Successful Tenderer shall provide environmentally suitable necessary transport for carrying those Commodity up to their facility.

47.2. In case of outage of the Power Plant there shall no obligation to provide Commodity to the Successful Tenderer. The successful tenderer is obliged to take any quantity/quality of commodity i.e. whatever produced in power plant at their own responsibility. No



compensation shall be given to the Successful Tenderer for the above reason.

47.3. RNPL reserves the right for the quantity of Commodity specified in ITT clause 47.1 & 47.2, provided without any change in the unit prices or other terms and conditions of the Tender and the Tender Document.

48. Notification of Award

48.1. Prior to the expiration of the period of Tender validity, RNPL shall notify the successful Tenderer, in writing, that its Tender has been accepted.

48.2. Until a formal Contract is prepared and executed, the Notification of Award shall constitute a binding Contract.

48.3. The Notification of Award shall state the value of the proposed Contract, the amount of the Performance Security, the time within which the Performance Security shall be submitted and the time within which the Contract shall be signed.

49. Performance Security

49.1. Within Fourteen (14) days of the issuance of Notification of Award (NOA) from RNPL, the successful Tenderer shall furnish Performance Security for the due performance of the Contract in the amount specified in the TDS, using for that purpose the Performance Security Form (Form G-8) furnished in Section V: Tender and Contract Forms.

49.2. The Performance Security shall be valid at least twelve (12) months and must be renewed every year up to end of the term of the contract. The successful Tenderer must renew the performance security each year at least 30 days before the expiration of the performance security. In case of failure of renewal of Performance security within above mentioned time, will be considered as Successful Tenderer's default and RNPL will have the right to terminate the contract and encashment of the performance security.

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

50. Contract: Signing and Terms

50.1. At the same time as RNPL issues the Notification of Award (NOA), the Tenderer shall provide the acceptance of said NOA and subsequently RNPL shall send the Contract Agreement and all documents forming the Contract, to the successful Tenderer.

50.2. Within Twenty-One(21) days of issuance of the NOA, the successful Tenderer shall sign the Contract with RNPL.

50.3. Failure of the successful Tenderer to submit the Performance Security pursuant to ITT Clause 49 or sign



the Contract pursuant to ITT Sub-Clause 50.2 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event, RNPL may award the Contract to the next highest evaluated responsive Tenderer at their quoted price (corrected for arithmetical errors), who was assessed by RNPL to be qualified to perform the Contract satisfactorily.

50.4. Immediately upon receipt of the signed Contract Agreement and Performance Security from the successful Tenderer, RNPL shall discharge and return the successful Tenderer's Tender Security.

50.5. The term of the contract shall for five (5) years provided neither of the parties gives written notice of termination at the latest 6 months before the contract shall due to expire.

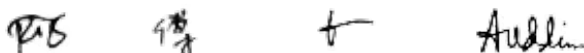
51. Deleted

51.1. Deleted

52. Tenderer: Right to Complain

52.1. Any Tenderer shall the right to complain if it has suffered or may suffer loss or damage due to a breach of a duty imposed on RNPL by this Tender.

52.2. The Complaint shall firstly be processed through an administrative review. The place and address for the first step in the submission of complaints to the Administrative Authority is provided in the TDS.



Section II. Tender Data Sheet

A. General

- ITT 1.1. The name of the Tender is: Selling of Dry Ash & Gypsum from Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant
- ITT 4.1 Tenderers from the following countries are not eligible: Israel

B. Tender Document

ITT 7.1.	For clarification of Tender purposes only, RNPL's address is: Attention: Company Secretary Address: Asian Tower (Level#10,), Plot No.:52,Road.:21 Nikunja 2, Khilkhet, Dhaka -1229, Bangladesh Telephone: +8801717939084, E-mail: cs@rnpl.com.bd with copy to pd1320rnpl@gmail.com
ITT 8.1.	Deleted

C. Qualification Criteria

ITT 11.1 a)	Minimum number of years of overall experience in the field of Ash and /or Gypsum Handling and/or Processing System and related services shall be: Ten (10) years as on Tender Opening Date. Documentary evidence shall be submitted in support of Tenderer's experience.
ITT 11.1 b)	Minimum specific experience in installation/facilitation and/or operation of Pneumatic Ash Handling System and/or Gypsum Handling system shall be: Five (05) years as on Tender Opening Date. Documentary evidence from Power Plants where Commodity is being collected shall be submitted in support of Tenderer's experience.
ITT 11.1 (c)	Minimum capacity for end utilization shall be: 1,000 tons per day. Documentary evidence from potential end users confirming willingness to buy shall be submitted.
ITT 12.1(a)	The minimum value of Commodity purchased in the last three years under maximum Three Contracts shall be BDT 100,000,000.00 (Ten Crore Taka only) supported by documentary evidence(s)
ITT 12.1 (b)	The minimum amount of liquid asset or working capital or credit facility shall be BDT 30,000,000 (Three Crore taka only) supported by documentary evidence(s). The End User Certificate(s)duly signed by the end user shall mention the name of the plant and services which were purchased Commodity by the Tenderer (lead partner in case of JV) and shall contain end-user's full mailing address, domain e-mail address, website address, fax number and phone number for the convenience of authentication, in any case, RNPL reserve the right to verify genuineness of End User Certificate(s).

D. Preparation of Tender

ITT 15.1 a)	The Tender, as well as all correspondence and documents relating to the Tender shall be written in the English Language.
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ITT 16.1 j)	The Tenderer shall submit with its Tender the following additional documents: <ul style="list-style-type: none"> • Organization chart and ownership details of the Tenderer. • Details of covered trucks and bulk carrier including but not limited to numbers and capacity. • Details of temporary storage (if proposed) including but not limited to numbers, size and capacity • Detailed description of pneumatic loading system for loading of Ash from their temporary storage on to the covered barges. • Detailed writeup supported with drawings of their proposed scheme for transporting Ash and Gypsum as described in Section X (Policy for Disposal of Dry Ash and Gypsum). • Space required from RNPL as described in Section X (Policy for Disposal of Dry Ash and Gypsum). • List of envisaged off-takers including the purpose of the Ash and Gypsum.
ITT 23.3 d)	Average Annual Company Turnover over the last three (3) financial years is BDT 200,000,000.00 (BDT Twenty Crore Only);
ITT 23.4	Deleted
ITT 25.1	The Tender validity period shall be one hundred and eighty (180) days. The validity period may be extended as per request of RNPL.
ITT 26.1	The amount of the Tender Security shall be Taka 20,000,000.00 (Two Crores Taka only).
ITT 27.1	In addition to the original of the Tender, the number of copies of the Tender is: four (4) and one (1) soft copy in pen drive both searchable and signed versions.

E. Submission of tender

ITT 29.2 b)	The date and time for submission of Tender are: Date:12 th March,2024 Time:12.00 PM (BST) For Tender submission purposes only, the Employer's address is: Attention: The Company Secretary Street Address: Asian Tower (Level#10),Plot No.:52,Road.:21 Nikunja 2, Khilkhet, Dhaka -1229, Bangladesh
ITT 29.2 (c)	The inner and outer envelope shall bear the following additional identification marks: "Do not open before 12:35 (BST) on 12 th March,2024"

F. Opening and Evaluation of Tender

ITT 33.1	The Tender Opening shall take place at:
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	Street Address: Asian Tower (Level#10),Plot No.:52,Road.:21 Nikunju 2, Khilkhet, Dhaka -1229, Bangladesh On Date: 12 th March,2024 Time: 12.35pm BST
ITT 3.2, 6.2, 6.3,17.1, 17.4, 24.1, 24.2, 26.3, 30.1, 35.2, 36.3, 39.2, 40.3, 44.3	Rejection clauses of the tender document but not limited to.

G. Award of Contact

ITT 47.1	The maximum Amount of Commodity to be taken by the Successful Tenderer shall be as specified in Section VI (Schedule of Requirements) In case of outage of the Power Plant there will be no obligation of RNPL to provide Commodity to the Successful Tenderer. No compensation will be provided for this reason.
ITT 49.1	The amount of Performance Security shall be BDT 200,000,00.00 (BDT Two crores) Only in the form of irrevocable and unconditional bank guarantee issued by any schedule bank in Bangladesh.
ITT 52.2	The name and address of the office where complaints are to be submitted is: Attention: Company Secretary Address: Asian Tower (Level#10), Plot No.:52, Road.:21 Nikunja 2, Khilkhet, Dhaka -1229, Bangladesh Telephone: +8801717939084, E-mail: cs@rnpl.com.bd, pd1320rnpl@gmail.com



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Section III. General Conditions of Contract

1. Definitions

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

- (a) **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;
- (b) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
- (c) **Contract Price** means the price payable to RNPL as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract;
- (d) **Day** means calendar days unless otherwise specified as working days;
- (e) **Receiving** means the transfer of ownership of the Commodity from RNPL to the Successful Tenderer in accordance with the terms and conditions set forth in the Contract;
- (f) **GCC** mean the General Conditions of Contract;
- (g) **Commodity** means the Bottom Ash, Fly Ash & Gypsum produced from Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant.
- (h) **Government** means the Government of the People's Republic of Bangladesh;
- (i) **RNPL** means the RPCL-NORINCO Intl. Power Limited, the entity supplying the Commodity to be disposed as specified in the PCC;
- (j) **Related Services** means the services incidental to the receiving of Commodity such as insurance, installation, operation and maintenance of temporary storage and pneumatic loading system and other facilities required for disposal;
- (k) **PCC** means the Particular Conditions of Contract;
- (l) **Subcontractor** means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, who has a Contract with the Successful Tenderer to carry out a part of the receiving of Ash & Gypsum in the Contract, or a part of the Related Services of the Contract;
- (m) **Successful Tenderer** means the natural person, private or government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by RNPL and is named as such in the PCC and the Contract

Agreement, and includes the legal successors or permitted assigns of RNPL;

(n) **Writing** means any hand-written, type-written, or printed communication including telex, cable and facsimile transmission

(o) **Supplier** means RNPL.

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

3. Do Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 The Government requires that RNPL, as well as Successful Tenderer, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts.

3.2 In pursuance of this policy, the Employer shall:

a) exclude the Tenderer from participation in the procurement proceedings concerned or reject a proposal for award; and

b) declare a Tenderer ineligible, either indefinitely or for a stated period of time, from participation in procurement proceedings under RNPL;

if it, at any time, determines that the Tenderer has engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing a contract under RNPL.

3.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of RNPL, it shall, 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 RNPL related to matters of alleged fraud or corruption shall be in writing

3.4 The Government defines, for the purposes of this provision, the terms set forth below as follows:

a) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

b) "Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

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- c) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - d) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- 3.5 The Successful Tenderer shall permit RNPL to inspect the Successful Tenderer'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:
The Contract constitutes the entire agreement between RNPL and the Successful Tenderer and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract Agreement.
- 4.3 Amendment:
No amendment or other variation of the Contract shall valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Non-Wavier:
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 authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.5 Severability:
If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or

unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Documents Forming the Contract and Priority of Documents

5.1 The following documents forming the Contract shall be interpreted in the following order of priority:

- a) the Signed Contract Agreement;
- b) the letter of Notification of Award;
- c) the completed Tender Submission Sheet as submitted by the Tenderer;
- d) the completed Price Schedules as submitted by the Tenderer;
- e) the Particular Conditions of Contract;
- f) the General Conditions of Contract;
- g) the Policy for Disposal of Commodity;
- h) the Schedule of Requirements;
- i) the Technical Specifications;
- j) the Plant Layout Drawings, and;
- k) any other document listed in the PCC as forming part of the Contract.

6. Eligibility

6.1 The Successful Tenderer and its Sub-Contractors shall have the nationality of a country other than those specified in the PCC

7. Governing Language

7.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Successful Tenderer and RNPL shall be written in English, unless otherwise stated in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

7.2 The Successful Tenderer 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. Gratuities/ Agency Fees

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

10. Joint Venture, Consortium or Association (JVCA)

10.1 If the Successful Tenderer is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to RNPL for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of RNPL.

11. Confidential Information

11.1 RNPL and the Successful Tenderer shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Successful Tenderer may furnish to its Subcontractor such documents, data, and other information it receives from RNPL to the extent required for the Subcontractor to perform its work under the Contract, in which event the Successful Tenderer shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Successful Tenderer under GCC Clause 11.

11.2 RNPL shall not use such documents, data, and other information received from the Successful Tenderer for any purposes unrelated to the contract. Similarly, the Successful Tenderer shall not use such documents, data, and other information received from RNPL for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

11.3 The obligation of a party under GCC Sub-Clauses 11.1 and 11.2 above, however, shall not apply to information that:

- a) RNPL or Successful Tenderer needs to share with institutions participating in the financing of the Contract;
- b) now or hereafter enters the public domain through no fault of that party;
- c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

11.4 The above provisions of GCC Clause 11 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

11.5 The provisions of GCC Clause 11 shall survive completion or termination, for whatever reason, of the Contract

12. Communications and Notices

- 12.1 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.
- 12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 12.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.

13. Patent and Intellectual Property rights

- 13.1 The Successful Tenderer shall, subject to RNPL's compliance with GCC Sub-Clause 13.2, indemnify and hold harmless RNPL and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which RNPL may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property rights registered or otherwise existing at the date of the Contract.
- 13.2 If any proceedings are brought or any claim is made against RNPL arising out of the matters referred to in GCC Sub-Clause 13.1, RNPL shall promptly give the Successful Tenderer a notice thereof, and the Successful Tenderer may at its own expense and in RNPL's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 13.3 If the Successful Tenderer fails to notify RNPL within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then RNPL shall be free to conduct the same on its own behalf.
- 13.4 RNPL shall, at the Successful Tenderer's request, afford all available assistance to the Successful Tenderer in conducting such proceedings or claim, and shall be reimbursed by the Successful Tenderer for all reasonable expenses incurred in so doing.
- 13.5 RNPL shall indemnify and hold harmless the Successful Tenderer and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Successful Tenderer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of RNPL.

- 14. Copyright** 14.1 The copyright in all drawings, documents, and other materials containing data and information furnished to RNPL by the Successful Tenderer herein shall remain vested in the Successful Tenderer, or, if they are furnished to RNPL directly or through the Successful Tenderer by any third party, the copyright in such materials shall remain vested in such third party.
- 15. Assignment** 15.1 The Successful Tenderer shall obtain approval of RNPL in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Successful Tenderer from any of its obligations, duties, responsibilities, or liability under the Contract.
- 15.2 Subcontractors shall comply with the provisions of GCC Clause 3
- 16. Sub-Contracting** 16.1 The Successful Tenderer shall obtain approval of RNPL in writing of all Sub-Contracts to be awarded under the Contract if not already specified in the Tender. Sub-Contracting shall in no event relieve the Successful Tenderer from any of its obligations, duties, responsibilities, or liability under the Contract.
- 17. RNPL's Responsibilities** 17.1 RNPL shall provide necessary support in all respects with the provisions of the Contract Agreement.
- 18. Successful Tenderer's Responsibilities** 18.1 The Successful Tenderer shall make all arrangement necessary for transporting Commodity from the delivery point up to their processing plant.
- 18.2 The Successful Tenderer shall pay RNPL, in consideration of the provision of receiving Commodity, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
- 19. Scope of Receiving** 19.1 The Commodity to be received shall be as specified in Section 6: Schedule of Requirements.
- 19.2 Unless otherwise stipulated in the Contract, the Receiving of commodity shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for receiving of Commodity and completion of the Related Services as if such items were expressly mentioned in the Contract

- 20. Change Orders and Contract Amendments**
- 20.1 RNPL may at any time order the Successful Tenderer through a notice in accordance with GCC Clause 12, to make changes within the general scope of the Contract in any one or more of the following:
- a) the method of disposing the ash & gypsum from the power plant;
 - b) the delivery point of Ash & gypsum; and
 - c) the Related Services to be provided by the Successful Tenderer.
- 20.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Successful Tenderer's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price and the Contract shall accordingly be amended. Any claims by the Successful Tenderer for adjustment under this Clause must be submitted within twenty-eight (28) days from the date / the Successful Tenderer's receipt of RNPL's Change Order.
- 20.3 Prices to be charged by the Successful Tenderer for any Related Services that might be needed, but which were not included in the Contract, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Successful Tenderer for similar services.
- 21. Documents**
- 21.1 The Successful Tenderer shall provide proper documents as per contract, any additional requirements and any subsequent instructions ordered by RNPL.
- 22. Receiving and acceptance**
- 22.1 Subject to GCC Sub-Clause 20.1, the Receiving of Commodity and completion of the Related Services shall be in accordance with the Receiving and Completion Schedule specified in the Section VI: Schedule of Requirements.
- 22.2 RNPL shall issue a voucher for the quantities received by the Successful Tenderer and the Successful Tenderer shall accept the voucher. According to the voucher, RNPL shall issue an invoice for the confirmed quantities for payment.
- 23. Contract Price**
- 23.1 The Contract Price shall be as specified in the Contract Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- 23.2 The price for Disposal of Commodity under this contract shall be for a period of five (5) years.
- 24. Loading, Transportation and utility**
- 24.1. The Commodity shall be transported using covered trucks from Fly Ash Silos/Bottom Ash Bins/Gypsum Storage Room to Successful Tenderer's temporary storage. Successful Tenderer is to install necessary temporary storage and pneumatic loading system for loading of Ash from their

temporary storage on to the covered barges for transportation. On the request of Successful Tenderer, RNPL will provide vacant land (maximum of half acre) near the Service Jetty area for installation of temporary storage and pneumatic loading system which can be used only for Commodity receiving purposes of Successful Tenderer. All the temporary facilities build by the Tenderer to meet the Department of environment (DOE) standards and guidelines.

- 24.2. The quantity of delivered Commodity will be measured by properly calibrated scale (weight gauge) with provision of printed memo at the Power Plant and will be recorded in presence of representative(s) of RNPL and Successful Tenderer. No charge shall be imposed upon the Successful Tenderer by RNPL for weighing the Commodity.
- 24.3. The transfer of ownership of the Ash and Gypsum shall occur with the beginning of loading the ash from Ash Silo / Bottom Ash Bin/ Gypsum Storage Room to covered truck.
- 24.4. The loading/delivery of Commodity shall be on all operation days of the Power Plant (24 hours).
- 24.5. The Successful Tenderer shall fulfil all requirements of all relevant authorities regarding road and river transport including traffic management, safety and environmental conditions. All kind of taxes, levies, Payra Port Dues/Charges or any charges regarding road or river transport shall be borne by the Successful Tenderer.
- 24.6. The Successful Tenderer shall take all necessary measures for maintaining the internal road in power plant premises in good condition and also always keep the outside road which shall be used for Commodity carrier transport in usable condition at their own cost. The Successful Tenderer shall not be allowed to make transport stand, workshop, build residential / office facility inside the Power Plant premises.
- 24.7. It is the Successful Tenderer's responsibility to fulfil all requirements of utility organization(s) to get connection(s) of telephone, internet / wifi etc. and shall ensure subsequent bills payment(s) in due time during tenure of the contract. The Successful Tenderer shall furnish up-to-date payment(s) records of such payments after each consecutive six (6) months as evidence to RNPL. At the end of the contract the Successful Tenderer shall furnish written clearance certificate from each utility organization(s) which shall ensure that no dues shall remain against those connection(s) till the last date of contractual agreement & such utility facilities permanent disconnection.
- 24.8. Power required for operation of the temporary storage and pneumatic transportation system shall be arranged and

maintained by the successful tenderer. RNPL will provide necessary support regarding this matter.

24.9. RNPL shall be released totally from its obligation to supply Commodity if the operation of the power plant is terminated, suspended or restricted and the agreed quantity of Commodity is thus not available. The successful tenderer is obliged to take any quantity/quality of commodity i.e. whatever produced in power plant at their own responsibility. No compensation shall be given to the Successful Tenderer for the above reason.

25. Terms of Payment and Invoicing

25.1 The Contract Price shall be paid in the manner as specified in the PCC.

25.2 Monthly Invoice(s) for quantity of Commodity shall be prepared on the basis of vouchers of quantities delivered and accepted during previous month by the 7th day of the following month. The Successful Tenderer shall receive vouchers of the quantities delivered and accepted during the previous month when measured during delivery.

25.3 Payments shall be made promptly by the Successful Tenderer, no later than the dates indicated in the PCC.

25.4 In the event that the Successful Tenderer fails to pay RNPL any payment by its respective due date or within the period set forth in the PCC, the Successful Tenderer shall pay to RNPL 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.

26. Liability and insurance

26.1 The Successful Tenderer shall indemnify and hold harmless the Power Plant and its respective directors, officers, employees and agents ("Indemnified Persons") from and against any liability, loss, damage claim, cost, charge, or expense of any kind or nature (including reasonable attorney fees and other costs of litigation) incurred by any indemnified person(s) in connection with injury to or death of any person or damage to default on the part of the Successful Tenderer or its directors, officers, employees, or agents in relation the performance of its obligations under this contract.

26.2 The Successful Tenderer shall, at its own expense provide liability insurance for the risks associated with the Commodity including the extended product risk. In addition, the Successful Tenderer will include in its liability insurance, as vicarious agents, any sub-contractors as well as forwarding agents, and carriers. The Successful Tenderer will, on its own account, provide transport insurance for the Commodity to be transported to any destination. The Successful Tenderer is responsible to make the liability insurance for the material and immaterial damages that will be done by third parties or occurred by any other reason during the transportation of the Commodity from the Power Plant to any destination. RNPL

shall not have any responsibility for any responsibilities mentioned in this article.

27. Taxes and Duties

26.3 The Successful Tenderer shall oblige to deliver RNPL a proof of provision of the insurance covering the sums mentioned above latest twenty-one (21) days after signing the contract.

27.1 The Successful Tenderer shall be entirely responsible for all VAT, taxes, AIT, duties, and other such levies imposed or incurred.

27.2 The Tenderer shall deposit AIT and VAT as per the applicable tax laws in Bangladesh. They must provide AIT Challan, AIT Certificate, VAT/VDS Challan and Mushak-6.6 to RNPL before 25th of the following month.

28. Performance Security

28.1 RNPL shall notify the Successful Tenderer of any claim made against the Bank issuing the Performance Security.

28.2 RNPL may claim against the security if any of the following events occurs for fourteen (14) days or more:

- a) the Successful Tenderer is in breach of the Contract and RNPL has notified him that he is; and
- b) the Successful Tenderer has not paid an amount due to RNPL.

28.3 In the event the Successful Tenderer is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, RNPL may forfeit the full amount of the Performance Security.

28.4 If there is no reason to call the Performance Security, it shall be discharged by RNPL and returned to the Successful Tenderer not later than twenty-eight (28) days following the date of completion of the Successful Tenderer's performance obligations under the Contract.

29. Specifications and Standards

29.1 The Successful Tenderer shall submit details of Ash Processing Plant as well as Ash Receiving System.

29.2 The Successful Tenderer shall ensure that the Disposal of Commodity should be eco-friendly in accordance with Section-12 of "The Bangladesh Environmental Conservation Act, 1995" and other provisions of the Contract.

29.3 The Successful Tenderer shall be entirely responsible for the design, drawing, specification of the Ash and Gypsum Receiving, Handling, transportation System. They will also be responsible for any modification as per requirement of RNPL. If they want to modify their design, they should take prior approval from RNPL in writing.

- 30. Inspection and Tests**
- 29.4 All relevant national / international standards will be followed.
- 30.1 The Successful Tenderer shall at its own expense arrange inspection of its Ash Handling System and Ash Processing Plant and Gypsum storage plant at any time required by RNPL.
- 30.2 RNPL or its designated representative or Govt. authority shall be entitled to attend the tests and/or inspections, provided that the Successful Tenderer shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 31. Extensions of Commodity Receiving Time**
- 31.1 If at any time during performance of the Contract, the Successful Tenderer or its subcontractors should encounter conditions impeding timely receiving of the Goods or completion of Related Services pursuant to GCC Clause 22, the Successful Tenderer shall promptly notify RNPL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Successful Tenderer's notice, RNPL shall evaluate the situation and may at its discretion extend the Successful Tenderer's time for performance, in which case the extension shall be ratified by the Parties by amendment of the Contract.
- 31.2 Exception the case of Force Majeure, as provided under GCC Clause 39, a delay by the Successful Tenderer in the performance of its Receiving of Ash and Completion obligations shall render the Successful Tenderer liable to the imposition of liquidated damages pursuant to GCC Clause 32, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 31.1
- 32. Liquidated Damages**
- 32.1 Except as provided under GCC Clause 39, if the Successful Tenderer fails to carry the Commodity within the period specified in the Contract, RNPL may, without prejudice to all its other remedies under the Contract, charge in addition to the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price.
- 33. Non- Payment of Monthly Bill and Non-Receiving of Commodity**
- 33.1 Within 30 (Thirty) days from the date of signing of the Contract, the Successful Tenderer shall open an irrevocable and unconditional three revolving Bank Guarantees equivalent to at least the price of three (3) months (three separate revolving guarantee each with the price of one month delivered amount of Commodity) considering quantity as 1500 ton (Fly Ash-1050 ton, Bottom Ash-300 Ton, Gypsum-150 Ton) per day commodity delivery amount acceptable to RPCL-NORINCO INTL POWER LTD issued by a schedule bank of Bangladesh favoring RNPL valid for the whole period of the contract with a condition that RNPL shall have the right to receive payment

against the Bank Guarantee at the event of default of the Successful tenderer regarding non-payment of monthly bills and no receiving of Commodity declaring the Successful Tenderer is in default under the contract. At the event of such drawing against the Bank Guarantee, the value of the Bank Guarantee shall automatically be increased / replenished to the original sum till remaining tenure of the contract. The Bank Guarantee value shall be adjusted after expiration of each Period as specified in Section VI (Schedule of Requirements) in line with the revised quantity and (or) price of Commodity. All charges for opening, notification, prolongation and making payment out of Bank Guarantee shall be borne by the Successful tenderer.

- 34. Deleted** Deleted
- 35. Legal Succession** 35.1 RNPL is entitled to transfer all obligations under this contract to a company after written notice to Successful Tenderer.
- 36. Penalty due to Failure of Making Payment**
 - 36.1 For late payment 1 % (one percent) interest per month should be paid in case of failure of making payment of delivered quantity of Commodity by the Successful Tenderer within 30 (thirty) days (earmarked time for making payment).
 - 36.2 Any part month shall be treated as full month for calculation of penalty as per GCC clause 36.1.
- 37. Miscellaneous Provisions**
 - 37.1 Any changes and additions to this contract must be made in written with the consent of both parties. Verbal agreements shall not be valid.
 - 37.2 If individual provisions of the present contract are or become ineffective, this shall not affect the validity and effectiveness of the remaining contractual provisions. Both parties undertake to replace any legally ineffective provision.
- 38. Change in Laws and Regulations** 38.1 Unless otherwise specified in the Contract, if after the date twenty eight (28) days before the submission of Tenders for 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 Receiving Date and/or the Contract Price, thus such Receiving Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Tenderer has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 23.

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39. Force Majeure

- 39.1 The Successful Tenderer 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.
- 39.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Successful Tenderer and affecting sub-suppliers, suppliers and processing companies which could not be foreseen with reasonable care, especially war (declared or not declared), terrorism, strike, lock-out, fires, floods, epidemics, quarantine restrictions and other industrial action and unforeseeable disturbances of operation in the supplying power plant, shall relieve the parties from their contractual obligations to the extent and as long as such events prevents the parties from meeting their obligations. In such event, neither party shall be entitled to claim compensation of damage from the other.
- 39.3. If a Force Majeure situation arises, one party shall promptly notify the other party in writing of such condition and the cause thereof. Unless otherwise directed by RNPL in writing, the Successful Tenderer shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force majeure event.

40. Termination**40.1. Termination for Default of Successful Tenderer:**

- a. RNPL, without prejudice to any other remedy for breach of Contract, by giving twenty-eight (28) days written notice of default, may terminate the Contract in whole or in part:
1. if the Successful Tenderer fails to receive any or all of the Commodity within fourteen (14) days, or within any extension thereof granted by RNPL pursuant to GCC Clause 31; or
 2. if the payment against the received Commodity is not made within next payment date. In this case relevant penalty amount will be charged by RNPL to the Successful Tenderer.
 3. if the Successful Tenderer fails to perform any other obligation under the Contract.
- b. If the Successful Tenderer, in the judgment of RNPL has engaged in corrupt, fraudulent, collusive or coercive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

40.2. Termination for Insolvency:

- a. The Purchaser and the Supplier may at any time terminate the Contract by giving notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such

event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

40.3. Termination for Convenience:

- a. RNPL, by notice sent to the Successful Tenderer, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for RNPL's convenience, the extent to which performance of the Successful Tenderer under the Contract is terminated, and the date upon which such termination becomes effective.

40.4. Termination by Successful Tenderer:

- a. Successful Tenderer, by giving twenty-eight (28) days written notice of default, may terminate the Contract in whole or in part, if RNPL fails to deliver commodity continuously for forty-five (45) days (excluding days when the units are shut down for any kind of maintenance).

**41. Settlement
of Disputes**

41.1. Amicable Settlement:

- a. RNPL and the Successful Tenderer shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation

41.2. Arbitration

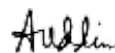
- a. If the Parties are unable to reach a settlement as per GCC Clause 41.1 (a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 41.2(b).
- b. the arbitration shall be conducted in accordance with the Arbitration Act (Act No 1 of 2001) of Bangladesh as at present in force and in the place shown in the PCC.
- c. The arbitrator shall have full power to open up, review and revise any decision given by RNPL and was not acceptable to the Successful Tenderer.
- d. The arbitrator selected must be acceptable to both parties. His decision will be considered as final.

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Section IV. Particular Conditions of Contract

GCC 1.1(g)	The nature of the goods to be Disposed of: Dry Ash & Gypsum from Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant
GCC 1.1 (i)	RNPL is: RPCL-NORINCO INTL POWER LTD. Owner of Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant
GCC 1.1 (m)	The Successful Tenderer is:
GCC 5.1 (k)	The following documents shall also be part of the Contract: Power of Attorney, Performance Security and Acceptance of NOA.
GCC 6.1	Successful Tenderers and Sub-contractors from the following countries are not eligible: Israel
GCC 7.1	Routine correspondence between the parties may be in English.
GCC 12.1	For notices, RNPL's contact details shall be: Attention: Company Secretary Address : Asian Tower (Level#10),Plot No.:52, Road.:21, Nikunja 2, Khilkhet, Dhaka -1229, Bangladesh Telephone: +8801717939084, E-mail: cs@rnpl.com.bd, pd1320rnpl@gmail.com For notices, the Successful Tenderer's contact details shall be: Attention: Address: Telephone: E-mail:
GCC 23.2	The price for Selling of Commodity under this contract shall be for a period of five (5) years.
GCC 25.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: The Successful Tenderer shall pay 100% of the billed amount within 20 th day of the following month through Account Payee cheque/ Payment Order/Bank Draft/Demand Draft in favor of "RPCL-NORINCO INTL Power Ltd." If the bill is not paid within stipulated time, RNPL shall receive payment out of the revolving Bank Guarantee including delay interest and Taxes / VAT/AIT and in that case the amount of the revolving Bank Guarantee shall automatically be increased / replenished to the original sum till to the tenure of the contract.
GCC 25.4	The interest rate that shall be 1% (One Percent) per month.
GCC 28.1	Tenderer shall deposit Performance Guarantee (PG) Security within fourteen (14) days from the issuance of Notification of Award for an amount equal to BDT 200,000,00.00 (BDT Two Crores) Only.
GCC 32.1	In the event of failure to receive Commodity as per requirement of the contract in time (grace period maximum two (02) days), the Successful Tenderer shall pay as liquidated damages the Cost of Commodity that they failed to receive in that particular specified period and which RNPL has to dispose off in RNPL's ash yard.



	The maximum amount of liquidated damages shall be: Equivalent to the cost of Commodity for three (3) months disposal quantity.
GCC 33.1	Within 30 (Thirty) days from the date of signing of the Contract, the Successful Tenderer shall open an irrevocable and unconditional three revolving Bank Guarantees equivalent to at least the price of three (3) months (three separate revolving guarantee each with the price of one month delivered amount of Commodity) considering quantity as 1500 ton (Fly Ash-1050 ton, Bottom Ash-300 Ton, Gypsum-150 Ton) per day commodity delivery amount acceptable to RPCL-NORINCO INTL POWER LTD issued by a schedule bank of Bangladesh favoring RNPL valid for the whole period of the contract with a condition that RNPL shall have the right to receive payment against the Bank Guarantee at the event of default of the Successful tenderer regarding non-payment of monthly bills and no receiving of Commodity declaring the Successful Tenderer is in default under the contract. At the event of such drawing against the Bank Guarantee, the value of the Bank Guarantee shall automatically be increased / replenished to the original sum till remaining tenure of the contract. The Bank Guarantee value shall be adjusted after expiration of each Period as specified in Section VI (Schedule of Requirements) in line with the revised quantity and (or) price of Commodity. All charges for opening, notification, prolongation and making payment out of Bank Guarantee shall be borne by the Successful tenderer.
GCC 42.1 (b)	Arbitration shall take place in: Bangladesh.






Section V: Tender & Contract Forms

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Section V. Tender and Contract Forms

Form G-1. Tender Submission Form

To: <i>(Name & Address of RNPL)</i>	Date :
Tender Document No.: _____ :	

We, the undersigned, offer to Receive in conformity with the Tender Documents the following Goods and Related Services, viz:
Commodity from Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant. The total price for our tender is: Tk. (in words: _____)
for the Contract Duration for the expected quantities as specified in Section VI (Schedule of Requirements).

We undertake, if our Tender is accepted, to receive the Commodity from the April'2024, in accordance with the receiving schedule specified in Section VI (Schedule of Requirements).

We are not participating as Tenderers in more than one Tender in this Tendering process. Our Tender shall be valid for the period stated in Section II (Tender Data Sheet) and it shall remain binding upon us and may be accepted at any time before the expiration of that period. A Tender Security in the amount stated in Section II (Tender Data Sheet) is attached in the form of a Bank Guarantee in the format as specified in the Section V, Form G-8 valid for a period of one (1) month beyond the Tender Validity Date.

If our Tender is accepted, we commit to obtaining a Performance Security in the amount and validity period stated in Section II (Tender Data Sheet) under the Contract.

We declare that ourselves, and any subcontractors for any part of the Contract, have nationalities from eligible countries and that the Ash, Gypsum Disposal and Processing Plant with related services will also be received from eligible countries. We also declare that the Government of Bangladesh has not declared us, and any subcontractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We, furthermore, pledge not to indulge in such practices in competing for or in executing the Contract and are aware of the relevant provisions of the Tender Document (ITT Clause 3).

We understand that your written Notification of Award shall constitute the acceptance of our Tender and shall become a binding contract between us, until a formal contract is prepared and executed.

We understand that you are not bound to accept the highest evaluated Tender or any other Tender that you may receive.

Signed

In the capacity of:
Duly authorized to sign the Tender on behalf of the Tenderer.
Date



Form G-2. Price Schedule for Commodity

Tender Document No.: _____ Date: _____

1	2	3	4	5	6	7	8= 4×6(In Days) ×7	9	10
Item No.	Description of Item	Unit of Measurement	Quantity Of Units to be in the Specified Period	Point of Receiving	Period	Unit Price (BDT)	Total Price (BDT)	Vat & taxes (BDT)	Total Price Including VAT & TAX (BDT)
						In Figure	In Figure		
1	Fly Ash	Metric Ton	250 Metric Ton per day (maximum)	Ash Silo of Power Plant	From 1 st April. 2024 to 30 th June 2024 =91 days				
2	Bottom Ash	Metric Ton	60 Metric Ton per day (maximum)	Bottom Ash Bin of Power plant	From 1 st April. 2024 to 30 th June 2024 =91 days				
3	Gypsum	Metric Ton	50 Metric Ton per day (maximum)	Gypsum Storage Room	From 1 st April. 2024 to 30 th June 2024 =91 days				
4	Fly Ash	Metric Ton	500 Metric Ton per day (Maximum)	Ash Silo of Power Plant	From 1 st July 2024 to 31 st October'2024 =123 days				
5	Bottom Ash	Metric Ton	125 Metric Ton per day (Maximum)	Bottom Ash Bin of Power plant	From 1 st July 2024 to 31 st October'2024 =123 days				
6	Gypsum	Metric Ton	50 Metric Ton per day (maximum)	Gypsum Storage Room	From July 2024 From 1 st July 2024 to 31 st October'2024 =123 days				
7	Fly Ash	Metric Ton	1050 Metric Ton per day (maximum)	Ash Silo of Power Plant	From November'2024 to End of Contract Period=1613 days				
8	Bottom Ash	Metric Ton	300 Metric Ton per day (Maximum)	Bottom Ash Bin of Power plant	From November 2024 to End of Contract Period=1613 days				
9	Gypsum	Metric Ton	150 Metric Ton per day (maximum)	Gypsum Storage Room	From November 2024 to End of Contract Period=1613 days				
Grand Total:									

* Total Price in Column 8 Should be specified both in words & in figures.

Name of Tenderer: _____ Signature of Tenderer: _____ Date: _____

_____ *P.B* *18* *+* *Audlin*

Form G-3. Specification Submission Form

The Tenderer shall submit here the detailed design, specification, detailed design and drawings of Ash & Gypsum Processing Plant including Ash & Gypsum Receiving System (if Applicable)

Tender Document No.:	Date:
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Item No.	Name of Plant/Equipment Related Service	Capacity	Make and Model (<i>when applicable</i>)	Full Technical Specifications and Standards
1	Covered Trucks (Bulk Cement Carrier)			
2	Temporary Storage (With Steel fabrication)			
3	Pneumatic Loading System			
4	Covered Barges			

Name of Tenderer	Signature of Tenderer	Date
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Form G-4. Tenderer information Sheet

Tender Document No.:	Date:
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A. Individual Tenderers

1. General Information of the Tenderer		
1.1	Tenderer's Legal Name	
1.2	Tenderer's legal address in Country of Registration	
1.3	Tenderer's legal status	
	Proprietorship	
	Partnership (Registered under the Partnership Act, 1932)	
	Limited Liability Concern (Registered under the Companies Act, 1913)	
	Others	
1.4	Tenderer's Year of Registration	
1.5	Tenderer's business status	
	Manufacturer	
	Local Agent / Distributor of a foreign Manufacturer	
	Stockist	
	Others	
1.6	Tenderer's Authorised Representative Information	
	Name	
	Address	
	Telephone/ Fax	
	Email	
1.7	Local Partner's/ Tenderer's Value Added Tax Registration	
1.8	Local Partner's / Tenderer's Income Tax Identification Number (TIN)	
1.9	Tenderer to attach copies of the following documentation:	<ul style="list-style-type: none"> a) Memorandum and Articles of Association or Registration of Tenderer. b) Latest Income Tax Clearance Certificate c) VAT Registration Certificate d) Original letter naming the person authorised to sign on behalf of the Tenderer e) TIN f) As per tender notice.
2. Qualification Information of the Tenderer		
2.1	ITT 11.1 (a) - a minimum number of years of overall experience in the field of Ash and /or Gypsum Handling and/or Processing System and related services as specified in the TDS. Documentary evidence shall be submitted in support of Tenderer's experience.	
2.2	ITT 11.1 (b) - Minimum specific experience in installation/facilitation and/or operation of Pneumatic Ash Handling System and/or Gypsum Handling system shall be as specified in the TDS; Documentary evidence from Power Plants where Commodity is being collected shall be submitted in support of Tenderer's experience.	
2.3	ITT 11.1 (c) - Commodity Receiving capacity or availability of Commodity processing Plant.	
2.4	ITT 12.1 (a) - Value of Commodity purchased/used in commodity processing plant under a maximum Three Contracts in the last three years. Documentary evidence shall be submitted.	

2.5	ITT 12.1 (b) - Available liquid assets or working capital or credit facility. Documentary evidence shall be submitted in support of available liquid assets or working capital or credit facility.	
2.6	ITT 23.3 (a) - Major similar type of contracts over the last five years. Also list details of similar type of tender/contracts under way or committed, including expected receiving/completion date.	
2.7	ITT 23.3 (b) - Information on litigation in which the Tenderer is, or has been, involved: (a) Any case within the past five years	
Cause of Dispute		Result of Settlement and amount
(b) Current cases in this financial year		
Cause of Dispute		Result of Settlement and amount

B. Individual Members of a Joint Venture

3.1	Each Member of a JVCA shall provide all the information requested in the form above, Sections 1-3.
3.2	Attach a power of attorney for each of the authorising signatories of the Tender on behalf of the JVCA.
3.3	Attach the JVCA Agreement among all Members of JVCA (and which is legally binding on all Members), which shows that: a) all Members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; b) one of the Members will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of any and all Members of the joint venture; and the execution of the entire Contract, including payment, shall done exclusively with the Member in charge

Name of Tenderer	Signature of Tenderer	Date
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P.B. 18 *+* *Audlin*

Form G-5. Bank Guarantee for Tender Security

Tender Document No.:	Date:
To: (Name & Address of RNPL)	

TENDER GUARANTEE No:

We have been informed that [name of Tenderer] (hereinafter called "the Tenderer") intends to submit to you its Tender dated [date of Tender] (hereinafter called "the Tender") for Selling of Dry Ash & Gypsum from Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant (under the above Invitation for Tenders (hereinafter called "the IFT").

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

At the request of the Tenderer, 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 Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- a. has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Tender; or
- b. does not accept the correction of errors in accordance with the Instructions to Tenderers of the IFT; or
- c. having been notified of the acceptance of the Tender by RNPL during the period of Tender validity:
 - I. fails or refuses to furnish the Performance Security in accordance with the ITT, or
 - II. fails or refuses to execute the Contract Form,

This guarantee will expire:

- a. if the Tenderer is the successful Tenderer, upon our receipt of a copy of the Performance Security and a copy of the Contract signed by the Tenderer as issued by you; or
- b. if the Tenderer is not the successful Tenderer, thirty days after the expiration of the Tenderer's Tender validity period, being [date of expiration of the Tender].

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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Form G-6. Notification of Award

Tender Document No.: To: (Successful Tenderer)	Date:
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This is to notify you that your Tender dated [insert date] for Selling of Dry Ash & Gypsum from Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant for the Contract Price of Taka [amount in figures and in words]. as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by [name of Procuring Entity].

You are requested to proceed with the receiving of the Commodity and note that this Notification of Award shall constitute the formation of a Contract, which shall only become binding upon you furnishing a Performance Security within Fourteen (14) days, in accordance with ITT Clause 49, and the signing of the Contract Agreement within Twenty-One (21) days, in accordance with ITT Clause 50.

We attach the Contract Agreement and Contract Documents for your perusal and signature.

Signed

Duly authorised to sign for and on behalf of
 [name of RNPL]
 Date:

Form G-7. Contract Agreement

Contract No:	Date:
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THIS AGREEMENT made the [day] day of [month] [year] between RPCL-NORINCO INTL POWER LTD. (RNPL) (hereinafter called "the Seller") of the one part and [name and address of Successful Tenderer] (hereinafter called "the Purchaser") of the other part:

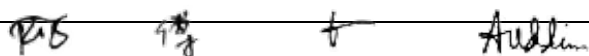
WHEREAS RNPL invited Tenders for Selling of Commodity from Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant and has accepted a Tender by the Successful Tenderer for the receiving of Commodity in the sum of Taka [Contract Price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - a) The signed Form of Contract Agreement;
 - b) the letter of notification of Award
 - c) the completed Tender Submission Sheet as submitted by the Tenderer;
 - d) the completed Price Schedules as submitted by the Tenderer;
 - e) the Particular Conditions of Contract;
 - f) the General Conditions of Contract;
 - g) the Policy for Disposal of Commodity;
 - h) the Schedule of Requirements;
 - i) the Technical Specifications;
 - j) the Plant Layout Drawings, and;
 - k) any other document listed in the PCC as forming part of the Contract.
3. In consideration of the payments to be made by the Successful Tenderer to RNPL as hereinafter mentioned, RNPL hereby covenants with the Successful Tenderer to Dispose of the Commodity therein in conformity in all respects with the provisions of the Contract.
4. The Successful Tenderer hereby covenants to pay RNPL in consideration of the provision of the Commodity 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 RNPL (Signature)		For the Successful Tenderer: Signature
Print Name		
Title		
In the presence of Name		
Address		



Form G-8. Bank Guarantee for Performance Security

[this is the format for the Performance Security to be issued by a scheduled Bank of Bangladesh in accordance with ITT Clauses 49]

Contract No:

Date:

To:

[Name and address of Procuring RNPL]

PERFORMANCE GUARANTEE No:

We have been informed that [name of Successful Tenderer and Address] (hereinafter called "the Purchaser") has undertaken, pursuant to Notification of Award (NOA) No. (reference number of NOA) dated (Date of NOA) (hereinafter called "the Contract") for Selling of Dry Ash & Gypsum from Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant under the Contract.

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

At the request of the Tenderer, we [name of Bank, Branch, Address] hereby irrevocably and unconditionally undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of BDT [insert amount in figures and in words] upon receipt by us of your first written demand accompanied by a written statement that the Successful Tenderer 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, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signature(s)

Seal

Section VI. Schedule of Requirements

A. List of Goods & Receiving Schedule

Item No.	Description Of Item	Unit of Measurement	Quantity Of Units to be in the Specified Period	Point of Receiving	Period
1	Fly Ash	Metric Ton	250 Metric Ton per day(maximum)	Ash Silo of Power Plant	From 1 st April. 2024 to 30 th June 2024 =91 days
2	Bottom Ash	Metric Ton	60 Metric Ton per day(maximum)	Bottom Ash Bin of Power plant	From 1 st April. 2024 to 30 th June 2024 =91 days
3	Gypsum	Metric Ton	50 Metric Ton per day(maximum)	Gypsum Storage Room	From 1 st April. 2024 to 30 th June 2024 =91 days
4	Fly Ash	Metric Ton	500 Metric Ton per day (Maximum)	Ash Silo of Power Plant	From 1 st July 2024 to 31 st October'2024 =123 days
5	Bottom Ash	Metric Ton	125 Metric Ton per day (Maximum)	Bottom Ash Bin of Power plant	From 1 st July 2024 to 31 st October'2024 =123 days
6	Gypsum	Metric Ton	50 Metric Ton per day(maximum)	Gypsum Storage Room	From July 2024 From 1 st July 2024 to 31 st October'2024 =123 days
7	Fly Ash	Metric Ton	1000 Metric Ton per day (maximum)	Ash Silo of Power Plant	From November'2024 to End of Contract Period=1613 days
8	Bottom Ash	Metric Ton	250 Metric Ton per day (Maximum)	Bottom Ash Bin of Power plant	From November 2024 to End of Contract Period=1613 days
9	Gypsum	Metric Ton	150 Metric Ton per day(maximum)	Gypsum Storage Room	From November 2024 to End of Contract Period=1613 days

B. List of Related Services and Completion Schedule

Item No.	Description of Item	Unit of Measurement	Quantity of Units Required	Point at which Services are Required	Required Completion Date for Services
1	Covered Truck	No	As required for uninterrupted transportation	Fly Ash Silos / Bottom Ash Bin/ Gypsum Storage Room	COD of Unit 1
2	Temporary Storage	No	If required	Near Service Jetty Area	COD of Unit 1
3	Pneumatic Loading System	No	As required	Near Service Jetty Area	COD of Unit 1
4	Covered Barges	No	As required	Near Service Jetty Area	COD of Unit 1

Section VII. Technical Specifications

These specifications are for information purpose only. **The successful tenderer is obliged to receive the Commodity at their own responsibility irrespective of any specifications.**

Design Coal Specification

No.	Parameter	Units	Typical Values
1	Element Analysis		
	Base Carbon as received	%	49.48
	Base Hydrogen as received	%	3.55
	Base Oxygen as received	%	11.69
	Base Nitrogen as received	%	0.77
	Base Total Sulphur as received	%	0.24
	Base Ash Content as received	%	9.07
	Total moisture as received	%	25.20
	Total	%	100
2	Technical Analysis		
	Air-dried base moisture content	%	4.3
	Air-dried base volatile constituent	%	38.58
	Vdaf	%	45.88
3	Base low heat value as received	MJ/kg	19
4	Hardgrove grindability	%	54
5	Ash Fusion Temperature		
	Deformation Temperature	°C	1320

	Softening temperature	°C	1380
	Flowing temperature	°C	1420
6	Ash Component Analysis		
	SiO ₂	%	68.98
	Al ₂ O ₃	%	13.40
	Fe ₂ O ₃	%	7.73
	CaO	%	2.57
	MgO	%	1.24
	Na ₂ O	%	0.23
	K ₂ O	%	0.46
	TiO ₂	%	0.79
	MnO ₂		0.08
	S ₀₃	%	2.84
	P ₂ O ₅	%	0.09
	BaO	10 ⁻⁶	454
	Others	%	1.59

Limestone Specification :

Composition	Unit	Value
CaO	%	≥ 50.4
MgO	%	≤2
SiO ₂	%	≤2
Particle Size	mm	≤20

Section VIII. Power Plant Layout

Refer Annexure 1 for Power Plant Layout showing Bottom Ash Bins, Fly Ash Silos & Gypsum Storage Room.

Section IX. Site Conditions

1. General

By this, Invitation for Tender (IOF), the RPCL-NORINCO INTL POWER LTD.(RNPL) invites qualified companies or consortium (both International and National) for disposal of Commodity produced from Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant.

2. Description of Project

To meet the electricity demand, RNPL is currently implementing 2 x 660MW Ultra Super Critical Pulverized Coal Fired Power Plant (called Patuakhali 1320(2×660) MW Coal Fired Thermal Power Plant. The current progress is about 82% and COD of Unit 1 is expected to be June'2024 and COD of Unit 2 is expected to be October'2024.

Initially, Coal of 5000 GAR procured from Indonesia will be used up to COD of unit 2 of the plant.

RNPL is also in the process of sourcing required coal of post COD period.

During operation Bottom Ash from the boiler and Fly Ash from Economizer will be discharged to Bottom Ash Hopper. Fly Ash from ESP will be stored in Ash Silos No. 1, 2. Gypsum from Absorber of FGD system will be stored in Gypsum Storage Room. Successful Tenderer will have to make necessary arrangements to collect the Bottom Ash from Bottom Ash Hopper, Fly Ash from Fly Ash Silos & Gypsum from Gypsum Storage Room.

The Tenderer is requested to submit a proposal for the Dry Ash & Gypsum disposal (combined referred as "Commodity") from Bottom Ash Bin, Ash Silos & Gypsum Storage Room of the Power Plant to a location outside the Power Plant boundary. The Tenderer shall have its own facilities for processing, handling, storage of Bottom Ash and Fly Ash and Gypsum to achieve 100% ecofriendly utilization.

3. Site Conditions - Environmental Conditions

a. Location of Site

The Site is adjacent to east bank of Tiakhali River and close to the west bank of Rabnabad Channel at Dhankhali village, Kalapara Upazila, Patuakhali District of Bangladesh. The site is located abutting the Rabnabad Channel around 30 km from Bay of Bengal through waterways. The site is in close proximity to Payra port. The longitude and latitude of the Site is 22°01'25"N, 90° 18'07"E. The project site is 7 kms by rural road from Kalapara, which is connected with Patuakhali by highways, 62 km away and the distance between the Site and Barisal is 77km. The nearest airport to the site is Barisal Airport, which is about 110km away.

b. Facilities Available

A Service Jetty (Item No. 15 in Annexure 1) with dimensions of 80m x 31m and a Coal Unloading Jetty of 260m x 31m is available in the power plant.

Two (2) Fly Ash Silos (Item CO2) are available with facility to unload into covered trucks. Total capacity of these silos is about 1,760 m3 .

Bottom Ash and Fly Ash from Economizer will be stored in Bottom Ash Bins (Item C03) with facility to unload into trucks. Total capacity of these bins is about 2800 m³.

Gypsum Storage room is available of the storing capacity of Three (03 days)

Weighbridge with facility for printed memo will be installed, calibrated by third party and maintained by RNPL.

c. Facilities Expected to be Provided by Successful Tenderer

- Successful Tenderer is expected to provide sufficient number of closed trucks for uninterrupted transportation from Fly Ash Silos/ Bottom Ash Bins/Gypsum Storage Room to service jetty area.
- Successful Tenderer is expected to provide sufficient storage facility (if required) to be located near the Service Jetty area for temporary storage before being loaded into Successful Tenderer's barges for transport using pneumatic loading system that is to be installed by the Successful Tenderer. Successful Tenderer is required to submit along with their proposal details including but not limited to numbers, size and capacity of their proposed temporary storage and details of their proposed pneumatic loading including detailed design and drawings along with space and other requirements for both temporary storage and pneumatic loading system. Note that the maximum space available for these purposes near service jetty area is about 0.5 acre only.

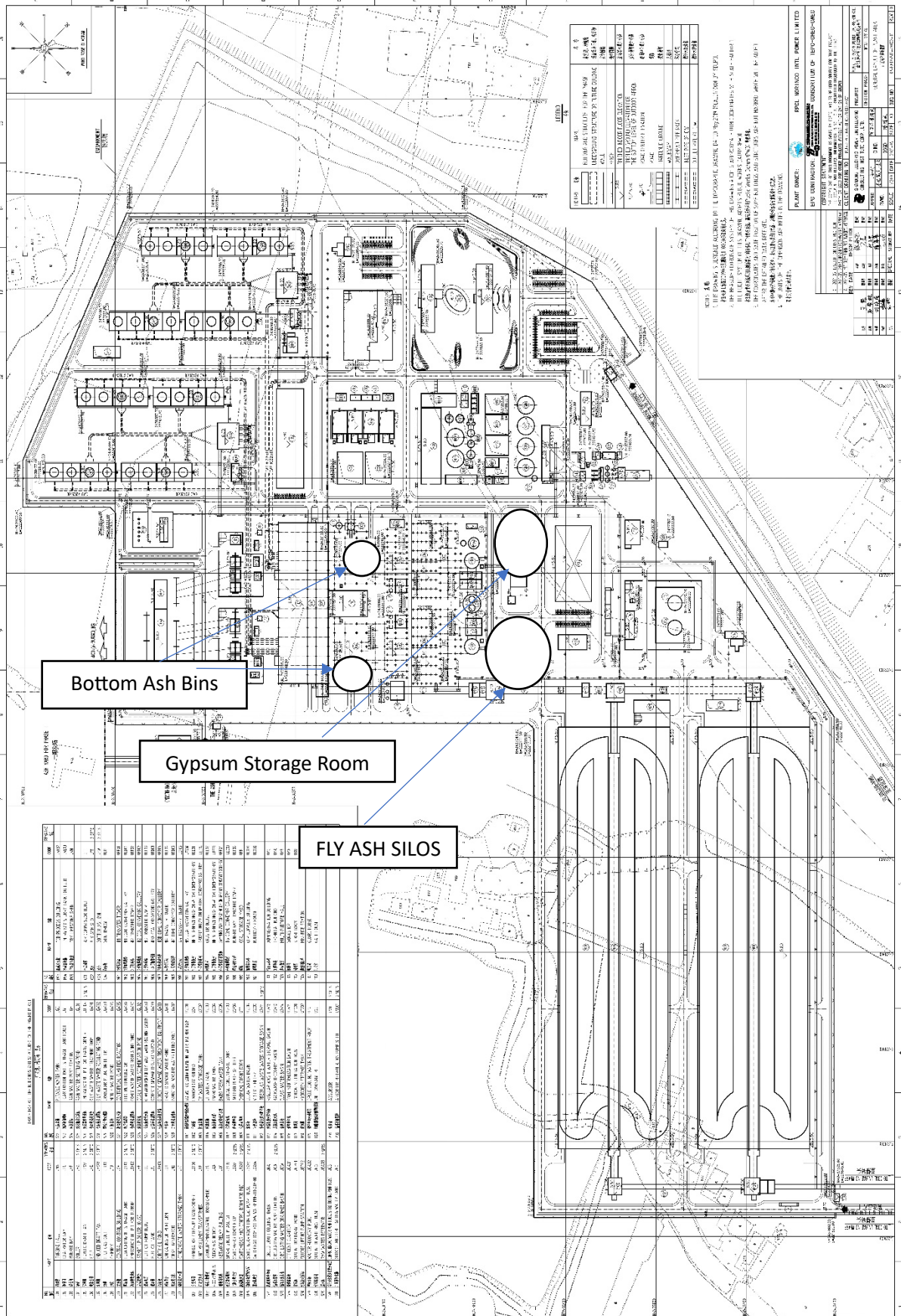
Section X. Policy for Disposal of Dry Ash & Gypsum

1. Competent Successful Tenderer shall be selected through competitive open tendering process for disposal of Commodity. Local and International Companies/Consortium (individual company / joint venture organization who are experienced in the same field) shall be entitled to participate in the Tender for Selling of Commodity.
2. The Selling of Dry Ash & Gypsum Contract shall be for a period of five (5) years.
3. The Commodity shall be received by the Successful Tenderer at Ash Silo / Bottom Ash Bin/ Gypsum Storage Room of the Power Plant and transported to a location outside the Power Plant boundary. The Successful Tenderer shall have its own plant installation for handling, storage, processing of Ash and Gypsum to achieve 100% eco-friendly utilization.
4. Prior to installation of equipment and machineries etc. in connection with the ash receiving system, **the Successful Tenderer shall submit the detail design and drawings of the ash receiving system to RNPL for their review and approval. No work shall be undertaken before approval.**
5. **From April'2024** to end of Contract Period Successful Tenderer is expected to transport Ash and Gypsum to their temporary storage using their covered trucks.
6. Successful Tenderer is expected to install necessary temporary storage facilities, complying with all required environmental consideration and pneumatic loading system for loading of Commodity from their temporary storage to covered barges for disposing the commodity through waterways.
7. Successful Tenderer shall submit detailed writeup supported with drawings of their proposed scheme for transporting commodity along with their Technical Proposal.
8. Space and other facilities required from RNPL shall be described in detail in their Technical Proposals. Note that maximum space available near the service jetty for this purpose is 0.5 acre only.
9. If any damages or harm is caused by the Successful Tenderer to the power plant, it's any component, land or road system and the like etc., for transportation of commodity, the responsibility of the same shall be lied upon the Successful Tenderer and shall be liable for compensation to the extent that will be accrued upon them by RNPL.
10. Commodity Receiving may start from the date of April'2024.
11. **Quantities:** Referred to Section VI. Schedule of Requirements (List A)
12. Weight Measurement of Commodities shall be done by a committee formed by RNPL. The members of the committee shall consist of representative(s) from RNPL and Successful Tenderer.
13. The quantity of delivered Commodity will be measured by properly calibrated scale (weight gauge) with provision of printed memo at the Power Plant and will be recorded in presence of representative(s) of the Power Plant and Successful

Tenderer. No charge shall be imposed upon the Successful Tenderer by RNPL for weighing the commodity.

14. The weighing machine shall be calibrated each year from independent testing laboratory by RNPL
15. The cost of Commodity shall be paid in Bangladesh Taka. Necessary VAT/Tax/AIT on the price of the Commodity according to the prevailing rate fixed by the Government of Bangladesh shall be borne by the Successful Tenderer.

Annexure 1:



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