



RURAL POWER COMPANY LTD

**TENDER DOCUMENT
FOR**

**PROCUREMENT OF DIFFERENT TYPES OF SPARE
PARTS, 36K SCHEDULE MAINTENANCE SERVICE AND
MAINTENANCE EXPERT SERVICE FOR GAZIPUR 52.194
MW POWER PLANT**

(INTERNATIONAL COMPETITIVE TENDER)

Tender Enquiry No: Pur-009(FG/GPP52MW/OTM)/2021-2022

30th November, 2021

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



Table of Contents

Section 1. Instructions to Tenderers	1
A. General	1
1. Scope of Tender	1
2. Interpretation	1
3. Source of Funds	1
4. Corrupt, Fraudulent, Collusive or Coercive Practices	2
5. Eligible Tenderers	3
6. Eligible Goods and Related Services	4
7. Site Visit	4
B. Tender Document	5
8. Tender Document: General	5
9. Clarification of Tender Documents	5
10. Pre-Tender Meeting	5
11. Addendum to Tender Documents	6
C. Qualification Criteria	6
12. General Criteria	6
13. Litigation History	7
14. Experience Criteria	7
15. Financial Criteria	7
16. Appointment of Subcontractor	7
D. Tender Preparation	8
17. Only One Tender	8
18. Cost of Tendering	8
19. Issuance and Sale of Tender Document	8
20. Language of Tender	8
21. Contents of Tender	9
22. Alternatives	10
23. Tender Prices, Discounts	10
24. Tender Currency	13
25. Documents Establishing the Conformity of the Goods and Related services	13
26. Documents Establishing Qualifications of the Tenderer	13
27. Validity Period of Tender	14
28. Extension of Tender Validity and Tender Security	14
29. Tender Security	14
30. Form of Tender security	15
31. Authenticity of Tender Security	15
32. Return of Tender Security	15
33. Forfeiture of Tender Security	15
34. Format and Signing of Tender	16
E. Tender Submission	16
35. Sealing, Marking and Submission of Tender	16
36. Deadline for Submission of tenders	17
37. Late tender	17
38. Modification, Substitution or Withdrawal of Tenders	17
39. Tender Modification	17
40. Tender Substitution	18
41. Withdrawal of Tender	18
F. Tender Opening and Evaluation	18
42. Tender Opening	18
43. Evaluation of Tenders	20
44. Evaluation process	20
45. Preliminary Examination	20
46. Technical Examinations & Responsiveness	21
47. Clarification on Tender	22

48. Restrictions on the Disclosure of Information Relating to the Procurement Process	22
49. Correction of Arithmetical Errors	23
50. Conversion to Single Currency	23
51. Domestic Preference	23
52. Financial Evaluation	24
53. Assessing the Price of Unpriced Items	25
54. Evaluation of Domestic Preference	25
55. Price Comparison	26
56. Negotiation	26
57. Post-qualification	26
58. Rejection of All Tenders	27
59. Informing Reasons for Rejection	27
G. Contract Award	27
60. Award Criteria	27
61. Purchaser's Right to Vary Quantities	28
62. Notification of Award	28
63. Performance Security	28
64. Form and Time Limit for furnishing of Performance security	29
65. Validity of Performance Security	29
66. Authenticity of performance Security	29
67. Contract Signing	29
68. Publication of Notification of Award of Contract	29
69. Debriefing of Tenderers	30
70. Right to Complain	30
Section 2. Tender Data Sheet	31
A. General	31
B. Tender Document	31
C. Qualification Criteria	32
D. Preparation of Tender	33
E. Submission of Tender	35
F. Opening and Evaluation of Tenders	36
G. Award of Contract	36
Section 3. General Conditions of Contract	38
1. Definitions	38
2. Contract Documents	39
3. Corrupt, Fraudulent, Collusive or Coercive Practices	39
4. Interpretation	40
5. Documents Forming the Contract in order of precedence	41
6. Eligibility	41
7. Governing Language	41
8. Governing Law	41
9. No fees/Gratuities	41
10. Use of Contract Documents & Information	42
11. Communications & Notices	42
12. Trademark, Patent and Intellectual Property Rights	42
13. Copyright	42
14. Assignment	42
15. Sub contracting	42
16. Supplier's Responsibilities	43
17. Purchaser's Responsibilities	43
18. Scope of Supply	43
19. Amendment to Order	43
20. Instances When Amendment to Order May be Issued	44



Section 1. Instructions to Tenderers

A. General

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

4. Corrupt, Fraudulent, Collusive or Coercive Practices

- 4.1 The Government requires that Procuring Entities, as well as Tenderers shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under public funds.
- 4.2 The Government requires that Procuring Entities, as well as Tenderers and Suppliers shall, during the Procurement proceedings and the execution of Contracts under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
 - (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
 - (c) that neither it's any officer nor any staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in ITT Sub Clause 4.3.

4.3 For the purposes of ITT Sub-clause 4.2 the terms set forth as follows:

- (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Purchaser or other public or private authority or individual, a gratuity in any form, employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Purchaser in connection with a Procurement proceeding or contract execution;
- (b) **fraudulent practice** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
- (c) **collusive practice** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Purchaser, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non competitive levels, thereby denying a Purchaser the benefits of competitive price arising from genuine and open competition; or
- (d) **coercive practice** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.
- (e) **"obstructive practice"** (applicable in case of Development Partner) means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and /or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

- 4.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Purchaser, it will, in the first place, allow the Tenderer to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such exclusion



and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Tenderer concerned. Any communications between the Tenderer and the Purchaser related to matters of alleged fraud or corruption shall be in writing.

- 4.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Purchaser against any Tenderer alleged to have carried out such practices, the Purchaser shall -
- (a) exclude the concerned Tenderer from further participation in the particular Procurement proceeding; or
 - (b) reject any recommendation for award that had been proposed for that concerned Tenderer or;
 - (c) declare, at its discretion, the concerned Tenderer to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.
- 4.6 The Tenderer shall be aware of the provisions on corruption, fraudulence, collusion and coercion in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008 and others as stated in GC0 Clause 3.

5. Eligible Tenderers

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

under any Contract.

- 5.8 Tenderers are not under a declaration of ineligibility by an international financing agency such as World Bank, Asian Development Bank or any other international agency.
- 5.9 Tenderers shall not be insolvent, be in receivership, be bankrupt, be in the process of bankruptcy, be not temporarily barred from undertaking business and it shall not be the subject of legal proceedings for any of the foregoing.
- 5.10 Tenderers shall have fulfilled its obligations to pay taxes and social security contributions under the provisions of laws and regulations of the country of its origin. In the case of foreign Tenderers, a certificate of competent authority in that country of which the Tenderer is citizen shall be provided.
- 5.11 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser will reasonably request.
- 5.12 These requirements for eligibility will extend, as applicable, to Sub-contractor proposed by the Tenderer.

6. Eligible Goods and Related Services

- 6.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country specified in the TDS.
- 6.2 For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, installation, and commissioning, training, and initial maintenance.
- 6.3 For purposes of this clause, "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 6.4 The origin of goods and services is distinct from the nationality of the Tenderer. The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

7. Site Visit

- 7.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Tender and entering into a contract for the supply of goods and related services.
- 7.2 The Tenderer should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.
- 7.3 The costs of visiting the Site shall be at the Tenderer's own expense.



B. Tender Document

8. Tender Document: General

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

- Section 1 Instructions to Tenderers (ITT)
- Section 2 Tender Data Sheet (TDS)
- Section 3 General Conditions of Contract (GCC)
- Section 4 Particular Conditions of Contract (PCC)
- Section 5 Tender and Contract Forms
- Section 6 Schedule of Requirements
- Section 7 Technical Specifications
- Section 8 Drawings

8.2 The Purchaser shall reject any Tender if the Tender Document was not purchased directly from the Purchaser, or through its agent as stated in the TDS.

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

9. Clarification of Tender Documents

9.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Purchaser in writing at the Purchaser's address indicated in the TDS before **two-third** of time allowed for preparation and submission of Tender elapses.

9.2 A Purchaser is not obliged to answer any clarification received after that date requested under ITT Sub-Clause 9.1.

9.3 The Purchaser shall respond in writing within five (5) working days of receipt of any such request for clarification received under ITT Sub-Clause 9.1.

9.4 The Purchaser shall forward copies of its response to all those who have purchased the Tender Document, including a description of the enquiry but without identifying its source.

9.5 Should the Purchaser deem it necessary to amend the Tender Document as a result of a clarification, it shall do so following the procedure under ITT Clause 11.

10. Pre-Tender Meeting

10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Purchaser may, if stated in the TDS, hold a Pre-Tender Meeting at the place, date and time as specified in the TDS. All Potential Tenderers are encouraged to attend the meeting, if it is held.

10.2 Minutes of the pre-Tender meeting, including the text of the questions raised and the responses given, together with any responses prepared after the meeting, will be transmitted within one week (7 days) after holding the meeting to all those who purchased the Tender Document and even those who did not attend the meeting.



10.3 Any amendment to the Tender Document listed in ITT Sub-Clause 8.1 that may become necessary as a result of the pre-Tender meeting shall be made by the Purchaser exclusively through the issue of an Addendum as stated under ITT Sub-Clause 11 and not through the minutes of the pre-Tender meeting.

10.4 Non-attendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

11. Addendum to Tender Documents

11.1 At any time prior to the deadline for submission of Tenders, the Purchaser on its own initiative or in response to a clarification request in writing from a Tenderer, having purchased the Tender Document or as a result of a Pre-Tender meeting, may revise the Tender Document by issuing an addendum pursuant to Rule 95 of the Public Procurement Rules, 2008.

11.2 The addendum issued under ITT Sub-Clause 11.1 shall become an integral part of the Tender Document and shall have a date and an issue number and shall be circulated by fax, mail or e-mail, to Tenderers who have purchased the Tender Documents within five (5) working days of issuance of such addendum, to enable Tenderers to take appropriate action.

11.3 The Tenderer shall acknowledge receipt of an addendum.

11.4 Tenderers who have purchased the Tender Documents but have not received any addendum issued under ITT Sub-clause 11.1 shall inform the Purchaser of the fact by fax, mail or e-mail before **two-third** of the time allowed for the submission of Tenders has elapsed.

11.5 Procuring Entities shall also ensure posting of relevant addenda with the reference number and date on their website.

11.6 To give a prospective Tenderer reasonable time in which to take an amendment into account in preparing its Tender, the Purchaser may, at its discretion, extend the deadline for the submission of Tenders, pursuant to Rule 95(6) of the Public Procurement Rule, 2008 and under ITT Clause 36.

11.7 If an addendum is issued when time remaining is less than one-third of the time allowed for the preparation of Tenders, a Purchaser shall extend the deadline by an appropriate number of days for the submission of Tenders, depending upon the nature of the Procurement requirement and the addendum. The minimum time for such extension shall not be less than seven (7) days.

C. Qualification Criteria

12. General Criteria

12.1 The Purchaser requires the Tenderer to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderer, will result in rejection of its Tender.



12.2 In addition to meeting the eligibility criteria, as stated in ITT Clause 5, the Tenderer must satisfy the other criteria stated in ITT Clauses 13 to 15 inclusive.

12.3 To qualify for a multiple number of lots in a package for which tenders are invited in the Invitation for Tenders, The Tenderer shall demonstrate having resources and experience sufficient to meet the aggregate of the qualifying criteria for the individual lot. The requirement of overall experience and specific experience under ITT Sub-Clause 14.1 (a) and 14.1 (b) shall not be separately applicable for individual lot.

13. Litigation History

13.1 The maximum number of arbitration awards against the Tenderer over a period shall be as specified in the TDS.

14. Experience Criteria

14.1 Tenderers shall have the following minimum level of supply experience to qualify for supplying the Goods and Related Services under the contract:

- (a) A minimum number of years of overall experience in the supply of goods and related services as specified in the TDS;
- (b) Specific experience of satisfactory completion of supply of Goods similar to the proposed goods in at least a number of contract(s) and, each with a minimum value, over the period, as specified in TDS; and
- (c) A minimum supply and/or production capacity of Goods as specified in the TDS.

15. Financial Criteria

15.1 Tenderers shall have the following minimum level of financial capacity of qualify for the supply of goods under the contract:

- (a) Availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.

16. Appointment of Subcontractor

16.1 Tenderer, pursuant to Rule 53 of the PPR2008, is allowed to subcontract a portion of the Supply.

16.2 The Tenderer shall specify in its Tender all portion of the Goods that will be Subcontracted, if any, including the entity(ies) to whom each portion will be subcontracted to, subject to the maximum allowable limit for subcontracting of Goods specified in the TDS.

16.3 All subcontracting arrangement must be disclosed at the time of Tendering, and subcontractors must be identified in the Tender submitted by Tenderer.

16.4 A Subcontractor may participate in more than one Tender, but only in that capacity.

16.5 Subcontractors must comply with the provision of ITT Clause 5. For this purpose contractor shall complete the Subcontractor's information in Form PG4-2A for submission with tender.



- 16.6 If the Purchaser determines that a subcontractor is ineligible, the subcontracting of such portion of the Goods assigned to the ineligible subcontractor shall be disallowed.

D. Tender Preparation

- 17. Only One Tender**
- 17.1 If a Tender for Goods is invited on 'lot-by-lot' basis, each lot shall constitute a Tender. A Tenderer shall submit only one (1) Tender for each lot. A Tenderer who submits or participates in more than one (1) Tender for each lot will cause all the Tenders with that Tenderer's participation to be rejected.
- 18. Cost of Tendering**
- 18.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
- 19. Issuance and Sale of Tender Document**
- 19.1 A Purchaser, pursuant to Rule 94 of the Public Procurement Rules, 2008 shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price if the advertisement has been published in the newspaper pursuant to Rule 90 of the Public Procurement Rules, 2008.
- 19.2 Full contact details with mailing address, telephone and facsimile numbers and electronic mail address, as applicable, of those to whom Tender Documents have been issued shall be recorded with a reference number by the Purchaser or its agent.
- 19.3 There shall not be any pre-conditions whatsoever, for sale of Tender Document and the sale of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
- 20. Language of Tender**
- 20.1 Tenders shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 20.2 Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.



21. Contents of Tender

21.1 The Tender prepared by the Tenderer shall comprise the following:

- (a) Tender Submission Letter (Form PG4-1) as furnished in Section 5: Tender and Contract Forms;
- (b) Tenderer information sheet (Form PG4-2) and Subcontractor Information (Form PG4-2A) as furnished in Section 5: Tender and Contract Forms;
- (c) The completed Price Schedule for Goods and Related Services (Form PG4-3A, 3B, 3C and PG4-3D) as furnished in Section 5: Tender and Contract Forms as stated under ITT Clauses 23 and 24;
- (d) Tender Security as stated under ITT Clause 29,30 and 31;
- (e) The completed Specifications Submission and Compliance Sheet (Form PG4-4) as furnished in Section 5: Tender and Contract Forms as stated under ITT clause 25.2;
- (f) Alternatives, if permitted, as stated under with ITT Clause 22;
- (g) Written confirmation authorising the signatory of the Tender to commit the Tenderer, as stated under ITT Sub-Clause 34.3;
- (h) The completed eligibility declarations, to establish its eligibility as stated under ITT Clause 5, in the Tender Submission Sheet (Form PG4-1), as furnished in section 5: Tender and Contract Forms;
- (i) An affidavit confirming the legal capacity stating that there are no existing orders of any judicial court that prevents either the Tenderer or employees of a Tenderer entering into or signing a Contract with the Purchaser as stated under ITT clause 5;
- (j) An affidavit confirming that the Tenderer is not insolvent, in receivership or not bankrupt or not in the process of bankruptcy, not temporarily barred from undertaking their business for financial reasons and shall not be the subject of legal proceedings for any of the foregoing as stated under ITT Clause 5;
- (k) A certificate issued by the competent authority stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number or in lieu any other document acceptable to the Purchaser demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfillment of taxation obligations as stated under ITT Clause 5. In the case of foreign Tenderers, a certificate of competent authority in that country of which the Tenderer is citizen shall be provided ;
- (l) Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh or in case of foreign tenderer in their country of origin or a certificate concerning their competency issued by a professional institution in accordance with the law of the country of their origin, as stated under ITT Clause 5;
- (m) The country of origin declarations, to establish the eligibility of the Goods and Related Services as stated under ITT Clause 6,



in the Price Schedule for Goods and Related Services (Form PG4-3B, 3C and PG4-3D) as, applicable, furnished in Section 5: Tender and Contract Forms;

- (n) Documentary evidence as stated under ITT Clauses 25, that the Goods and Related Services conform to the Tender Documents;
- (o) Documentary evidence as stated under ITT Clause 26 that the Tenderer's qualifications conform to the Tender Documents;
- (p) Documents establishing legal and financial autonomy and compliance with commercial law, as stated under ITT Sub-clause 5.3 in case of government owned entity; and
- (q) Any other document as specified in the TDS.

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

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

22. Alternatives

22.1 Unless otherwise stated in the TDS, alternatives shall not be considered.

23. Tender Prices, Discounts

23.1 The prices and discounts quoted by the Tenderer in the Tender Submission Letter (Form PG4-1) and in the Price Schedule (Form PG4-3A, 3B, 3C and PG4-3D) shall conform to the requirements specified below.

23.2 All lots or items as listed in Section 6: Schedule of Requirements must be listed and priced separately on the Price Schedule following the Form PG4-3A, 3B, 3C and PG4-3D as applicable.

23.3 Tenders are being invited either for a single lot or for a number of lots on 'lot-by-lot' basis, as specified in the TDS.

23.4 Each lot shall constitute a Tender, If Tenders for Goods are invited on 'lot-by-lot' basis.

23.5 Tenders being invited for a single lot or for a number of lots on 'lot-by-lot' basis, price quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of that particular lot and shall correspond to 100% of the total offered lot value, unless otherwise stated in the TDS



- 23.6 A Lot Tender not offering minimum number of items of those being priced based on percentage of the total number of items, and, the corresponding minimum value based on percentage of the total lot value, as specified in the ITT Sub-Clause 23.5 shall also be considered non-responsive.
- 23.7 Subject to ITT Sub-Clause 23.5, a Lot tender not offering a particular item which represents more than fifty percent (50%) of the estimated lot value identified by the Purchaser and specified in the TDS, even if it complies with the requirement of minimum number of items based on percentage of the total number of items as stated under ITT Sub Clause 23.5, shall be considered non-responsive.
- 23.8 The price to be quoted in Tender Submission Letter (Form PG4-1) shall be the total price of the Tender, excluding any discounts offered, only **in case of being awarded more than one lot**, by the Tenderer
- 23.9 a) Tenderers shall quote any unconditional discount in the Tender Submission Letter as stated under ITT Sub Clause 23.9 (b);
- b) Tenderers wishing to offer any unconditional discount shall be equally applicable on all the items of price schedule after arithmetical correction.
- 23.10 Prices shall be quoted as specified in each Price Schedule (Form PG4-3A, 3B, 3C and PG4-3D) as applicable. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of tenders by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Tenderer shall be free to use transportation through carriers registered in any eligible Countries. Similarly, the Tenderer may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
- 23.11 For Goods, manufactured within Bangladesh, the prices in the Price schedule (Form PG4-3A) shall be entered separately in the following manner:
- (a) the price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and import vat and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
- (b) VAT payable on account of supplier, if the contract is awarded ; and
- (c) the price for inland transportation, insurance, and other local costs for the delivery of the Goods to their final destination (Project Site) specified in the TDS.

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

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

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

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

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been paid. For clarity the tenderers are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

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



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

**24. Tender
Currency**

- 24.1 For expenditures that will be incurred in Bangladesh, the Tenderer shall quote the prices in Bangladeshi Taka (BDT).
- 24.2 Suppliers offering Goods manufactured or assembled in Bangladesh, are permitted to submit their Tender in a combination of local and foreign currencies.
- 24.3 For expenditures that will be incurred outside Bangladesh, the Tenderer may quote the prices in USD or GBP or EUR or JPY as specified in TDS.

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

- 25.1 To establish the conformity of the Goods and Related Services to the Tender Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods and Related services conform to the technical specifications and standards in Section 7, Technical Specifications.
- 25.2 Documentary evidence of conformity of the Goods and services to the Tender Documents may be in the form of literature, drawings, and data, and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the Goods;
 - (b) if so required in TDS, tenderer shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the TDS, following commencement of the use of the Goods by the Purchaser; and
 - (c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the Goods and Related services to those specifications, or a statement of deviations and exceptions to the provisions of Section 7. Technical Specifications.

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

- 26.1 The documentary evidence of the Tenderer's qualifications to perform the contract if its Tender is accepted shall establish to the Purchaser's satisfaction:
 - (a) that the Tenderer meets each of the qualification criterion specified in Sub-Section C, Qualification Criteria of the ITT;
 - (b) that, if required in the TDS, a Tenderer that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization Letter (Form PG4-5) furnished in Section 5: Tender and Contract Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply the Goods to Bangladesh.; and
 - (c) that, if required in the TDS, in case of a Tenderer not doing business within Bangladesh, the Tenderer is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance.



- (d) adequacy of minimum liquid assets i.e. working capital substantiated by Audit Reports or Bank Statement or credit line(s) substantiated in the format as specified (**Form PG4-6A**), without alteration as stated under ITT Sub Clause 15.1(a);

27. Validity Period of Tender

- 27.1 Tender validities shall be determined on the basis of the complexity of the Tender and the time needed for its examination, evaluation, approval of the Tender and issuance of the Notification of Award pursuant to Rule 19 and 20 of the Public Procurement Rules, 2008.
- 27.2 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Purchaser, as stated under ITT Clause 36. A Tender valid for a period shorter than that specified will be rejected by the Purchaser as non-responsive.

28. Extension of Tender Validity and Tender Security

- 28.1 In justified exceptional circumstances, prior to the expiration of the Tender validity period, the Purchaser following Rule 21 of the Public Procurement Rules, 2008 may solicit, **not later than ten (10) days** before the expiry date of the Tender validity, compulsorily all the Tenderers' consent to an extension of the period of validity of their Tenders.
- 28.2 The request for extension of Tender validity period shall state the new date of the validity of the Tender.
- 28.3 The request from the Purchaser and the responses from the Tenderers will be made in writing.
- 28.4 Tenderers consenting in writing to the request made by the Purchaser under ITT Sub-Clause 28.1 shall also correspondingly extend the validity of its Tender Security for twenty-eight (28) days beyond the new date for the expiry of Tender validity.
- 28.5 Tenderers consenting in writing to the request under ITT Sub-Clause 28.1 shall not be required or permitted to modify its Tender in any circumstances.
- 28.6 If the Tenderers are not consenting in writing to the request made by the Purchaser under ITT Sub-Clause 28.1, its Tender will not be considered for subsequent evaluation.

29. Tender Security

- 29.1 The Tender Security and its amount shall be determined sufficient to discourage the submission of frivolous and irresponsible tenders pursuant to Rule 22 of the Public Procurement Rule, 2008 and shall be expressed as a rounded fixed amount and, shall not be stated as a precise percentage of the estimated total Contract value.
- 29.2 The Tenderer shall furnish as part of its Tender, in favour of the Purchaser or as otherwise directed on account of the Tenderer as specified in TDS.
- 29.3 Amount of the Tender security may be determined on the basis of different percentages for each lot, but the amount in fixed and currency as specified in TDS, if so indicated that the Tenders are invited on lot-by-lot basis under ITT Sub Clause 23.3



30. Form of Tender security

- 30.1 The Tender Security shall be in the form of an irrevocable bank guarantee issued by an internationally reputable bank and shall require to be endorsed by its any correspondent bank located in Bangladesh, to make it enforceable, in the format (Form PG4-6) furnished in Section 5: Tender and Contract Forms;
- 30.2 be payable promptly upon written demand by the Purchaser in the case of the conditions listed in ITT Clause 33 being invoked; and
- 30.3 remain valid for at least twenty eight (28) days beyond the expiry date of the Tender Validity in order to make a claim in due course against a Tenderer in the circumstances detailed under ITT Clause 33 and pursuant to Rule 25 of the Public Procurement Rules,2008.

31. Authenticity of Tender Security

- 31.1 The authenticity of the Tender security submitted by a Tenderer shall be examined and verified by the Purchaser in writing from the Bank issuing the security, prior to finalization of the Evaluation Report pursuant to Rule 24 of the Public Procurement Rule, 2008.
- 31.2 If a Tender Security is found to be not authentic, the Tender which it covers shall not be considered for subsequent evaluation and in such case the Purchaser shall proceed to take punitive measures against that Tenderer as stated under ITT Sub-Clause 4.6, pursuant to Rule 127 of the Public Procurement Rules, 2008 and in accordance with Section 64(5) of the Public Procurement Act, 2006.
- 31.3 Tender not accompanied by a valid Tender Security as stated under Sub-Clause 29, 30 and 31, shall be considered as non-responsive.

32. Return of Tender Security

- 32.1 No Tender security shall be returned by the Tender Opening Committee (TOC) during and after the opening of the Tenders pursuant to Rule 26 of the Public Procurement Rules 2008.
- 32.2 No Tender security shall be returned to the Tenderers before contract signing, except to those who are found non-responsive.
- 32.3 Tender securities of the non-responsive Tenders shall be returned immediately after the Evaluation Report has been approved by the Purchaser.
- 32.4 Tender securities of the responsive Tenderers shall be returned only after the lowest evaluated responsive Tenderer has submitted the performance security and signed the contract , that being even before the expiration of the validity period specified in Clause 27.
- 32.5 Tender Securities of the Tenderers not consenting within the specified date in writing to the request made by the Purchaser under ITT Sub-Clause 28.1 in regard to extension of its Tender validity shall be discharged or returned forthwith.

33. Forfeiture of Tender Security

- 33.1 The Tender security pursuant to Rule 25 of the Public Procurement Rules,2008 may be forfeited if a Tenderer:
- (a) withdraws its Tender after opening of Tenders but within the validity of the Tender as stated under ITT Clauses 27, and 28, pursuant to Rule 19 of the Public Procurement Rules 2008; or



- (b) refuses to accept a Notification of Award as stated under ITT Sub-Clause 62.3, pursuant to Rule 102 of the Public Procurement Rules 2008; or
- (c) fails to furnish performance security as stated under ITT Sub-Clause 63.2, pursuant to Rule 102 of the Public Procurement Rules 2008; or
- (d) refuses to sign the Contract as stated under ITT Sub-Clause 67.2 pursuant to Rule 102 of the Public Procurement Rules 2008; or
- (e) does not accept the correction of the Tender price following the correction of arithmetic errors as stated under ITT Clause 49, pursuant to Rule 98(11) of the Public Procurement Rules 2008

34. Format and Signing of Tender

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

E. Tender Submission

35. Sealing, Marking and Submission of Tender

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



35.2 Tenders shall be properly marked by Tenderers in order not be confused with other types of correspondence which may also be hand-delivered or posted by mail or courier service. The inner and outer envelopes shall:

- (a) bear the name and address of the Tenderer ;
- (b) be addressed to the Purchaser as stated under ITT Sub-Clause 36.1;
- (c) bear the specific identification of this tendering process indicated in ITT Sub-Clause 1.2 and any additional identification marks as specified in the TDS; and
- (d) bear a statement "DO NOT OPEN BEFORE..." the time and date for Tender opening, as stated under ITT Sub- Clause 42.2

35.3 The Tenderer is solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.

35.4 Tenders shall be delivered by hand or by mail, including courier services to location as designated in the ITT Sub-Clause 36.1.

35.5 Tenders shall be submitted on the basis of this Tender Document issued by the Purchaser.

35.6 The Purchaser will, on request, provide the Tenderer with a receipt showing the date and time when it's Tender was received.

35.7 When so specified in the TDS, tenderers shall have the option of submitting their tenders electronically.

35.8 Tenderers submitting tenders electronically shall follow the electronic tender submission procedures specified in the TDS.

36. Deadline for Submission of tenders

36.1 Tenders shall be delivered to the Purchaser at the address specified in the TDS and no later than the date and time specified in the TDS.

36.2 The Purchaser may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for submission of Tender as stated under ITT Sub Clause 36.1, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.

37. Late tender

37.1 Any Tender received by the Purchaser after the deadline for submission of Tenders as stated under ITT Sub-Clause 36.1, shall be declared LATE, rejected, returned unopened to the Tenderer.

38. Modification, Substitution or Withdrawal of Tenders

38.1 A Tenderer may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorised signatory properly sealed, and shall include a copy of the authorisation (the power of attorney), confirmed by an affidavit duly authenticated as stated under ITT Clause 34.3, provided that such written notice including the affidavit is received by the Purchaser prior to the deadline for submission of Tenders as stated under ITT Sub-Clause 36.1.

39. Tender Modification

39.1 The Tenderer shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as "MODIFICATION".

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

F. Tender Opening and Evaluation

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



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

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

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

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

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

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

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

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

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

is proper and authentic, if the tender is "WITHDRAWN", "SUBSTITUTION" or "MODIFICATION", as stated under ITT Sub-Clause 38.1

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

46. Technical Examinations & Responsiveness

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

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

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

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

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

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

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

46.7 A material deviation or reservation is one-

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

under the Contract; or

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

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

- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document;

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

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

47. Clarification on Tender

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

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

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

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

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

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

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

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

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



48.4 All clarification requests shall remind Tenderers of the need for confidentiality and that any breach of confidentiality on the part of the Tenderer may result in their Tender being disqualified.

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

**49. Correction of
Arithmetical
Errors**

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

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

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

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

**50. Conversion to
Single Currency**

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

**51. Domestic
Preference**

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

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

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

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

submission.

- (b) **Group B:** Tenders offering Goods manufactured outside Bangladesh that have been already imported or that will be imported.

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

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

52. Financial Evaluation

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

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

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

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

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



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

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

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

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

53. Assessing the Price of Unpriced Items

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

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

54. Evaluation of Domestic Preference

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

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

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

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

- (a) all Group B tenders will then be further compared with the lowest

evaluated tender from Group A, after adding to the evaluated tender price of goods offered in the tender for Group B, for the purpose of further comparison only an amount equal to fifteen (15) percent of the CIF/CIP (named place of destination or named port of destination) tender price.

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

55. Price Comparison

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

56. Negotiation

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

57. Post-qualification

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



57.6 In the event that the Tenderer with lowest evaluated cost fails the post-qualification, the TEC shall make a similar determination for the Tenderer offering the next lowest evaluated cost and so on from the remaining responsive Tenders, provided that,

- (a) such action shall only be taken if the evaluated costs of the Tenders under consideration are acceptable to the Purchaser;
- (b) when the point is reached whereby the evaluated costs of the remaining responsive Tenders are significantly higher than that of the official estimate, or the market price, the Purchaser may take action pursuant to Rule 33 and may proceed for re-Tendering, using a revised Tender Document designed to achieve a more successful result.

58. Rejection of All Tenders

58.1 The Purchaser may, in the circumstances as stated under ITT Sub-Clause 58.2 and pursuant to Rule 33 of the Public Procurement Rules 2008, reject all Tenders following recommendations from the Evaluation Committee only after the approval of such recommendations by the Head of the Purchaser.

58.2 All Tenders can be rejected, if -

- (a) the price of the lowest evaluated Tender exceeds the official estimate, provided the estimate is realistic; or
- (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Tenderers; or
- (c) the Tenderers are unable to propose completion of the delivery within the stipulated time in its offer, though the stipulated time is reasonable and realistic; or
- (d) all Tenders are non-responsive; or
- (e) evidence of professional misconduct, affecting seriously the Procurement process, is established pursuant to Rule 127 of the Public Procurement Rules, 2008.

58.3 Notwithstanding anything contained in ITT Sub-Clause 58.2 Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.

58.4 A Purchaser may pursuant to Rule 35 of the Public Procurement Rules, 2008, on justifiable grounds, annul the Procurement proceedings prior to the deadline for the submission of Tenders.

58.5 All Tenders received by the Purchaser shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub-Clause 58.4.

59. Informing Reasons for Rejection

59.1 Notice of the rejection, pursuant to Rule 35 of the Public Procurement Rules, 2008, will be given promptly within seven (7) days of decision taken by the Purchaser to all Tenderers and, the Purchaser will, upon receipt of a written request, communicate to any Tenderer the reason(s) for its rejection but is not required to justify those reason(s).

G. Contract Award

60. Award Criteria

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



be Post-Qualified as stated under ITT Clause 57.

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

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

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

**62. Notification of
Award**

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

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

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

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

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

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

**63. Performance
Security**

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

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

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



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



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

69. Debriefing of Tenderers

69.1 Debriefing of Tenderers by Purchaser shall outline the relative status and weakness only of his or her Tender requesting to be informed of the grounds for not accepting the Tender submitted by him or her pursuant to Rule 37 of the Public Procurement Rule, 2008, without disclosing information about any other Tenderer.

69.2 In the case of debriefing confidentiality of the evaluation process shall be maintained.

70. Right to Complain

70.1 Any Tenderer has the right to complain if it has suffered or likely to suffer loss or damage due to a failure of a duty imposed on the Purchaser to fulfill its obligations in accordance with Section 29 of the Public Procurement Act 2006 and pursuant to Part 12 of Chapter Three of the Public Procurement Rules, 2008.

70.2 Circumstances in which a formal complaint may be lodged in sequence by a potential Tenderer against a Purchaser pursuant to Rule 56 of the Public Procurement Rules, 2008, and the complaints, if any, be also processed pursuant to Rule 57 of the Public Procurement Rules 2008 .

70.3 The potential Tenderer shall submit his or her complaint in writing within seven (7) calendar days of becoming aware of the circumstances giving rise to the complaint.

70.4 In the first instance, the potential Tenderer shall submit his or her complaint to the Purchaser who issued the Tender Document.

70.5 The place and address for the first stage in the submission of complaints to the Administrative Authority is provided in the TDS.

70.6 The Tenderer may appeal to a Review Panel only if the Tenderer has exhausted all his or her options of complaints to the administrative authority as stated under ITT Sub-Clause 70.2.



Section 2. Tender Data Sheet

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

ITT Clause	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
A. General	
ITT 1.1	<p>The Purchaser is : Rural Power Company Ltd. (RPCL)</p> <p>Representative: Executive Director (Engineering) Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh.</p> <p>Consignee: Superintending Engineer (Plant In-charge), Gazipur 52.194 MW Power Plant, Kodda, Gazipur Bangladesh.</p>
ITT 1.2	<p>The name of the Tender is:</p> <p>Procurement of Different Types of Spare Parts, 36K Schedule Maintenance Service and Maintenance Expert Service for Gazipur 52.194 MW Power Plant.</p> <p>The number, identification and name of lots comprising the Tender is: Pur- 009 (FG/GPP52MW/OTM)/2021-2022</p>
ITT 3.1	The source of fund is the RPCL's own fund.
ITT 3.3	The name of the Development Partner : N/A
ITT 5.1	Tenderers from the following countries are not eligible: Israel
ITT 6.1	Goods and Related Services from the following counties are not eligible: Israel.
B. Tender Document	
ITT 8.2	<p>The following are the offices of the Purchaser or authorised agents for the purpose of providing the Tender Document:</p> <p>Executive Director (Engineering) Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh.</p>



ITT 9.1	<p>For clarification of Tender purposes only, the Purchaser's address is: Attention: Md. Salim Bhuiyan Executive Director (Engineering) Address: Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh. Telephone:+88 02 48961201 Electronic mail address: edengg@rpcl.gov.bd</p>
ITT 10.1	<p>The Pre- Tender meeting shall be held at Corporate Office of Rural Power Company Ltd., House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230. Date & Time: 12-12-2021; 11:00 BST.</p>
C. Qualification Criteria	
ITT 13.1	<p>The maximum 03 number of arbitration against the Tenderer over a period of the last five (5) years.</p>
ITT 14.1(a)	<p>The Tenderer shall have a minimum of 5 (Five) years of overall experience in the supply of goods and related services.</p>
ITT 14.1(b)	<p>The tenderer shall have specific experience of completion of at least 01 (one) No. of Contract of Similar Nature in Bangladesh with a contract value of at least minimum USD 1.12(One point one two) Million or Euro 1.0 (One point zero) Million or BDT 9.6 (Nine Point six) Crore within last three years i.e years counting backward from the date of publication of IFT in the newspaper.</p> <p>Similar Nature means: Schedule or unscheduled or Breakdown repair/maintenance of Wartsila HFO run engine, having engine capacity 8.0 MW or higher with Engine manufacturer's supplied spare parts. As a documentary evidence against specific experience, Tenderer shall have to submit an End user certificate stating that the said Plant has been in 01 (one) year continuous commercial operation after the repair or maintenance.</p> <p>This certificate shall contain at least the information of the Power Plant, Capacity of the Plant, each engine capacity, engine (Type, Make & Model), work completion date, contract value, certificate issue date, name and address (telephone/fax/e-mail) of the end user duly signed in the official pad of end user.</p> <p>Tenderer must have own workshop facility or Authorization to use any standard workshop facility.</p>



ITT 14.1(c)	The minimum supply and/or production capacity of Goods is/ are: none
ITT 15.1(a)	The minimum amount of liquid asset or working capital or credit facility is USD 1.4 (One point four) Million or Euro 1.2 (One point two) Million or BDT 12.0 (Twelve) Crore
ITT 16.2	The maximum of percentage[<i>state percentage</i>] of Goods allowed to be subcontracted Sub contract not allowed.

D. Preparation of Tender

ITT 21.1(q)	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <p>The Tenderer shall submit with its Tender the following additional documents :</p> <ol style="list-style-type: none"> I. Sealed & signed Tender Document by a person duly authorized to sign on behalf of the Tenderer. II. Original dimensional drawing, Detail specification, necessary technical literatures and leaflets/ catalogue from manufacturer including storing guidelines of the offered equipment/ items. III. Name of the manufacturer and certificate of the country of origin of the offered equipment/ items. IV. If Tenderer does not manufacture or produce the Goods it offers to supply shall submit Authorization Letter (Form PG4-5) from the Manufacturer (Wartsila-for engine spare/ GEA Westfalia Separator Group-for Separator spare) furnished in Section 5: (Tender and Contract Forms) to demonstrate that it has been duly authorized by the manufacturer or producer to supply the Goods under this tender. Scanning Paper, E-mail copy, Faxed copy will not be allowed. V. Certificate from the manufacturer confirming that his offered items are new, unused, in good condition and will fit properly without any modification. VI. Guarantee / warranty certificate from the Tenderer on genuineness of the equipment/ items and its satisfactory performance during the warranty period as per GCC 33.3. VII. In support of specific experience, tenderer shall have to submit supply completion certificate from the purchaser mentioning the contract value and nature of supply. The end user certificate must contain full postal address (together with email address and fax and telephone number), so that the certificate can be verified. VIII. Tenderer shall have to submit at least Two nos. end user certificate (as per attached format) of completing 06 nos. Major overhauling of 8.0 MW or higher capacity similar type (wartsila) diesel/HFO Engine in two different Power Plant within last 5 years stating that the tenderer has successfully completed major overhauling works (12000hrs, 24000, 36000hrs & 48000hrs etc.) of the Engine within
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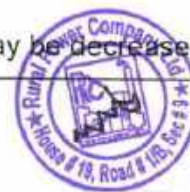
	<p>last 5 years. And the said plant has been in continuous commercial operation. The end user certificate must contain full postal address (together with email address and fax and telephone number), so that the certificate can be verified.</p> <p>IX. Authorization letter from any standard workshop facility to use the workshop if tenderer does not have any own workshop facility.</p> <p>X. Declaration of litigation history of the Tenderer.</p> <p>XI. Last three years audited balance sheet/credit facility/ bank solvency certificate mentioning the current balance of the tenderer.</p> <p>The Tenderer shall include the following additional information:</p> <p>a) Common approach or methodology for carrying out the work including maintenance procedure and detailed relevant information and work program.</p> <p>b) Schedule of work in bar chart form.</p> <p>c) List of special tools, equipment and instruments which they intend to bring to Bangladesh on re-exportable basis for completion of the work.</p> <p>d) Complete CV (PG4-11) of scheduled and unscheduled maintenance expert from the OEM of engine with detail experience of the key personnel, who will perform the work. The Resume /CV shall be authenticated by authorised person of OEM of engine.</p> <p>e) Maximum no. of days required to complete the work including required shut down period for each generating unit reckoning from the date of Contract Signing.</p> <p>f) Original printed catalogue/ technical literature, dimensional drawings for System, Equipment/Materials/items/ spares from manufacturer.</p> <p>g) List of special equipment and tools, which will be handed over to RPCL after completion of work (if any).</p>
ITT 22.1	Alternatives <i>shall not be</i> permitted.
ITT 23.3	Tenders are being invited for <i>single lot</i> .
ITT 23.5	The Tenderer shall quote prices of 100 % items and quantity. Otherwise tender shall be rejected.
ITT 23.7	The following particular item represents more than fifty percent (50%) of the estimated lot value is: : none
ITT 23.11(c) ITT 23.12 (c) ITT 23.13 (e)	<ul style="list-style-type: none"> Unit price of the Goods to be quoted on CIP (Carriage & Insurance Paid To: Incoterm 2020) basis. Port of Discharge: Chattogram seaport/ Dhaka Airport. Final Destination: Gazipur 52.194MW Power Plant, Kadda, Gazipur. The Contractor will be responsible for clearing and forwarding of goods and the payment of all other charges including import related duties to be liable by the port as well as other Govt. agencies inside Bangladesh for the goods to be imported in accordance with the specifications and



	inland transportation (with insurance) upto plant site. RPCL shall not pay the import related duties and taxes on any replacement or any additional items.
ITT 23.12 (a)	Unit price of the Goods to be quoted on CIP (Carriage & Insurance Paid To: Incoterm 2020) basis. Port of Discharge: Chattogram seaport/ Dhaka Airport.
ITT 23.12 (d)	Unit price of the Goods to be quoted on CIP (Carriage & Insurance Paid To: Incoterm 2020) basis. Port of Discharge: Chattogram seaport/ Dhaka Airport.
ITT 24.3	Name of the foreign currency: USD or EUR and BDT.
ITT 25.2(b)	Spare parts are: Not Required. Period of time the Goods are expected to be functioning (for the purpose of spare parts): Not Applicable.
ITT 26.1(b)	1) For spare parts of Engine authorization is required from the OEM of Engine (Wartsila). 2) For HFO/LO Separator spares authorization is required from the OEM of Engine (Wartsila) or GEA Westfalia Separator Group GmbH 3) Authorization letter from any standard workshop facility to use the workshop if tenderer doesnot have any own workshop facility. 4) For L4 maintenance of Alternator and Turbo Charger authorization required from ABB Ltd.
ITT 26.1(C)	After sales service is <i>required</i>
ITT 27.2	The Tender validity period shall be 120 days.
ITT 29.2	In favour of Rural Power Company Limited.
ITT 29.3	The amount of the Tender Security shall be USD 45,000.00(Forty Five Thousand) or Euro 40,000.00 (Forty thousand) or BDT 38,00,000.00 (Thirty Eight lakh).
ITT 34.1	In addition to the original of the Tender, 01 (One) copy shall be submitted.
E. Submission of Tender	
ITT 35.2(c)	The inner and outer envelopes shall bear the following additional identification marks: Tender Enquiry No. & Date: Brief Description of the materials: Name & Address of the Purchaser: Name & Address of the Tenderer:
ITT 35.7	Tenderer shall not have the option of submitting their tender electronically.



ITT 35.8	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: Not Applicable.
ITT 36.1	For Tender submission purposes , the Purchaser's address is: Executive Director (Engineering) Address: Rural Power Company Limited House No.-19, Road No.-1/B, Sector No.-09, Uttara Model Town, Dhaka-1230, Bangladesh. Deadline for submission of Tenders is: 12-January-2022; 12:00 BST
F. Opening and Evaluation of Tenders	
ITT 42.2	The Tender opening shall take place at Corporate Office of Rural Power Company Limited. Address: House No.-19 (3 rd floor), Road No.-1/B, Sector No.-09, Uttara Model Town, Dhaka- 1230. Bangladesh. Opening date & time: 12-January-2022; 12:30 BST.
ITT 42.3	If electronic tender submission is permitted as sated under ITT sub-clause 34.8, the specific tender opening procedures shall be: Not Applicable.
ITT 51.1	Domestic preference shall not be a tender evaluation factor.
ITT 52.5	The applicable economic factors, for the purposes of evaluation of Tenders shall be: (a) <u>Adjustment for Deviations in the Delivery and Completion Schedule</u> "The Goods covered by this Tendering process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6, Schedule of Requirements. No credit will be given for earlier completion. Tender offering late contract performance schedules within acceptable period will be accepted but the tenders shall be Adjusted in the evaluation by adding to the Tender Price at the rate of Zero point One (0.10%) Percent of the Tender Price for each day of delay. Tender offering delivery schedules beyond Sixty (60) days of the date specified in Section 6, Schedule of Requirement, shall be rejected." (b) <u>Cost of major replacement components, mandatory spare parts, and service</u> <i>not applicable</i>
G. Award of Contract	
ITT 61.1	The maximum percentage by which quantities per item may be increased is 20% The maximum percentage by which quantities per item may be decreased is



	20%
ITT 63.2	<p>The amount of Performance Security shall be ten percent (10%) of the Contract Price.</p> <p><i>The Performance Security shall be in the form of an irrevocable and unconditional Bank Guarantee issued by a scheduled bank of Bangladesh or by a foreign bank duly endorsed & authenticated by a scheduled bank of Bangladesh.</i></p>
ITT 70.5	<p>The name and address of the office where complaints to the Purchaser are to be submitted is:</p> <p>Attention: Managing Director Rural Power Company Limited Address: House No.-19, Road No.-1/B, Sector No. - 09, Uttara Model Town, Dhaka- 1230. Bangladesh.</p>

Not for submission

Section 3. General Conditions of Contract

1. Definitions

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

- (a) **Completion Schedule** means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract;
- (b) **Contract Agreement** means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein;
- (c) **Contract Documents** means the documents listed in the Contract Agreement, including any amendments thereto;
- (d) **Contract Price** means the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract; ;
- (e) **Day** means calendar days unless otherwise specified as working days;
- (f) **Delivery** means the transfer of ownership of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract;
- (g) **GCC** mean the General Conditions of Contract;
- (h) **Goods** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves ;
- (i) **Government** means the Government of the People's Republic of Bangladesh;
- (j) **Procuring Entity/Purchaser** means a Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds, as specified in the PCC;
- (k) **Related Services** means Services linked to the supply of Goods contracts.;
- (l) **PCC** means the Particular Conditions of Contract;
- (m) **Subcontractor** means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier;
- (n) **Supplier** means a Person under contract with a Purchaser for the supply of Goods and related Services under the Act;
- (o) **Site** means the point(s) of delivery named in the PCC
- (p) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.



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

2. **Contract Documents**

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

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

3.1 The Government requires that Purchaser, as well as Suppliers, shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of contracts under public funds.

3.2 The Government requires that Procuring Entities, as well as Suppliers shall, during the execution of Contracts under public funds, ensure-

- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act 2006 (Act 24 of 2006);
- (b) abiding by the code of ethics as mentioned in the Rule 127 of the Public Procurement Rules, 2008;
- (c) that neither it nor any other member of its staff or any other agents or intermediaries working on its behalf engages in any practice as detailed in GCC Sub -Clause 3.3

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

- (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Purchaser or other public or private authority or individual, a gratuity in any form; employment or any other thing or service of value as an inducement with respect to an act or decision or method followed by a Purchaser in connection with a Procurement proceeding or contract execution;
- (b) **fraudulent practice** means the misrepresentation or omission of facts in order to influence a decision to be taken in a Procurement proceeding or Contract execution;
- (c) **collusive practice** means a scheme or arrangement between two (2) or more Persons, with or without the knowledge of the Purchaser, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, noncompetitive levels, thereby denying a Purchaser the benefits of competitive price arising from genuine and open competition; or
- (d) **coercive practice** means harming or threatening to harm, directly or indirectly, Persons or their property to influence a decision to be taken in a Procurement proceeding or the execution of a Contract, and this will include creating obstructions in the normal submission process used for Tenders.



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

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

3.6 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records and other documents relating to the submission of the Tender and Contract performance.

4. Interpretation

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

4.2 Entire Agreement

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

4.3 Amendment

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

4.4 Non-waiver

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

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



- 4.5 **Severability**
- (a) If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5. **Documents Forming the Contract in order of precedence**
- 5.1 The following documents forming the Contract shall be in the following order of precedence, namely :
- (a) the signed Contract Agreement;
- (b) the Notification of Award;
- (c) The Tender and the appendices to the Tender;
- (d) Particular Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Technical Specifications;
- (g) Drawings;
- (h) Priced Schedule and schedule of requirements and ;
- (i) Other Documents including correspondences listed in the PCC forming part of the Contract.
6. **Eligibility**
- 6.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.
- 6.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.
- 6.3 For the purpose of the GCC Clause 6.2, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
7. **Governing Language**
- 7.1 The Contract shall be written in English language. Correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 7.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
8. **Governing Law**
- 8.1 The Contract shall be governed by and interpreted in accordance with the laws of the People's Republic of Bangladesh.
9. **No fees/Gratuities**
- 9.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the Tender or the contract, shall be given or received in connection with the procurement process or in the contract execution.

10. Use of Contract Documents & Information
- 10.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Purchaser's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 10.2 Any document, other than this Contract itself, enumerated in GCC Clause 10.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under this Contract if so required by the Purchaser.
11. Communications & Notices
- 11.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC.
- 11.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 11.3 A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.
12. Trademark, Patent and Intellectual Property Rights
- 12.1 The Purchaser should not be liable for any infringement of intellectual property rights arising from use of the goods procured. In case there are third-party claims of such infringement of patent, trademark, or industrial design rights, the supplier must indemnify and hold the Purchaser free and harmless against such claims and shall not be in contravention of **The Trademark Act, 2009 and The Patents and Designs Act, 1911.**
13. Copyright
- 13.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
14. Assignment
- 14.1 The Supplier shall not assign his rights or obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
15. Sub contracting
- 15.1 Any subcontracting arrangements made during contract implementation and not disclosed at the time of the Tendering shall not be allowed.
- 15.2 Subcontracting of any portion of the Goods shall not relieve the Tenderer from any liability or obligations that may arise from its performance.
- 15.3 Supplier shall retain full responsibility for the contract and can not pass any contractual obligations to the subcontractor and under no circumstances assignment of the contract to the subcontractor be allowed.
- 15.4 Subcontractors shall comply with the provisions of GCC Clause 3 and 6.



16. **Supplier's Responsibilities** 16.1 The Supplier shall supply all the Goods and Related Services specified in the Scope of Supply as stated under GCC Clause 18 and the Delivery and Completion schedule, as stated under GCC Clauses 23 and 24 in conformity with the provisions of the Contract Agreement.
17. **Purchaser's Responsibilities** 17.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals and other license from local public authorities, the Purchaser may, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner. However, the supplier shall bear the costs of such permits and/or licenses. On the other hand, the Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the contract.
- 17.2 The Purchaser shall pay the Supplier, in consideration of the provision of Goods and Related Services, the Contract Price under the provisions of the Contract at the times and manner prescribed in the Contract Agreement.
18. **Scope of Supply** 18.1 Subject to the PCC, the Goods and Related Services to be supplied shall be as specified in Section 6: Schedule of Requirements.
- 18.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
19. **Amendment to Order** 19.1 The Purchaser may make an amendment to Order for necessary adjustment within the general scope of the contract in any one or more of the following aspects in order to fully meet the requirement of the Contract:
- (a) Drawing, design or specifications of the goods, provided that:
- i. The goods to be furnished are to be specifically manufactured for the government in accordance therewith;
 - ii. The change is an improvement of the goods and advantageous to the Government;
 - iii. It is done at no extra cost; and
 - iv. It is not prejudicial to the losing Tenderers in the sense that such change/s could not have been foreseen during the conduct of the tendering and would have significantly affected the other tenderer's tender;
- (b) The place of delivery;
- (c) The place of performance of the services;
- (d) Additional items needed and necessary for the protection of the goods procured, which were not included in the original contract.
- 19.2 Such amendment may or may not result to an increase or a decrease of the contract price, and/or an extension or reduction of the delivery period. However, the amendment should not have the result of changing the subject matter of the contract or the specifications of the goods or services, in any material aspect and to such an extent that, if introduced during the Tendering stage, may have had a significant effect on other Tenderer's tender, because this situation would actually require another tendering activity.

20. Instances When Amendment to Order May be Issued

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

- (a) Emergency cases, fortuitous events or unforeseen contingencies arising during contract implementation, and such contingencies have an impact on the procurement at hand, such as:
 - i. Changes in the conditions affecting the contract, e.g., a change in the place of delivery;
 - ii. Time is of the essence in the implementation of the contract, and any changes require immediate implementation; and
 - iii. Additional requirements have been identified as necessary for the protection of the goods procured, such as changes in the packaging of the goods, or additional items have become necessary to ensure that the goods are sufficiently protected from the elements;
- (b) When the contract does not reflect the real intention of the parties due to mistake or accident, and the amendment is necessary to reflect the party's intention; and
- (c) Other analogous circumstances that could affect the conditions of the procurement at hand

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

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

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

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

22. Packing and Documents

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

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract as stated under GCC Clause



22.1, including additional requirements, if any, specified in the PCC, and in any subsequent instructions ordered by the Purchaser.

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

23. Delivery and Documents

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

23.2 The details of shipping and other documents to be furnished by the Supplier shall be specified in the PCC, and shall be received by the Purchaser at least one week before arrival of the Goods and, if not received the Supplier shall be responsible for consequent expenses.

24. Acceptance

24.1 Acceptance by the Purchaser shall be completed not later than fourteen (14) days from receipt of the goods at final destination in the form of an **Acceptance Certificate**, unless any defects in the supply, any damage during transportation or any failure to meet the required performance criteria of the supply are identified and reported to the Supplier as stated under GCC Clause 31 and GCC Clause 32. In such cases the Acceptance Certificate will be issued only for those parts of the contract supplies which are accepted. The Acceptance Certificate for the remaining supplies will only be issued after the Supplier has remedied the defects and/or any non-conformity under GCC Clause 31 and GCC Clause 32.

24.2 The appropriate Technical Inspection and Acceptance Committee of the Purchaser must commence the inspection and acceptance process within two (2) days from delivery of the goods, and shall complete the same as soon as practicable.

25. Contract Price

25.1 The Contract Price shall be specified in the PCC.

25.2 During evaluation, tender has excluded and not taken into account:

(a) In the case of Goods manufactured in Bangladesh, VAT payable on account of Supplier, which will be payable on the goods if a contract is awarded to the Tenderer;

(b) in the case of Goods manufactured outside the Bangladesh, already imported or to be imported, customs duties, import VAT and other import taxes levied on the imported Good, VAT, which will be payable on the Goods if the contract is awarded to the Tenderer.

25.3 The Contract price will include all the costs paid or payable as stated under GCC Clause 25.2.

25.4 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the price as stated under GCC Sub-Clause 25.1, with the exception of any change in price resulting from a Change Order issued under GCC Clause 19.

26. Transportation

- 26.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination as specified in Section 6: Schedule of Requirements, defined as the Site, transport to such place of destination, including insurance, other incidental costs, and temporary storage, if any. These costs shall be included in the Contract Price.
- 26.2 If not in accordance GCC Clause 26.1, responsibility for transportation of the Goods shall be as specified in the **INCOTERM** indicated in the Price Schedule or any other trade terms specify the responsibilities of the Purchaser and Supplier as specified in PCC.

27. Terms of Payment

- 27.1 The Contract Price, including any Advance Payments, if applicable, shall be paid in the manner as specified in the PCC.
- 27.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Related Services performed, and accompanied by the documents as stated under GCC Clause 23 and 24 and upon fulfilment of any other obligations stipulated in the Contract.
- 27.3 Payments shall be made promptly by the Purchaser, but in no case later than the days indicated in the PCC after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 27.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the tender price is expressed.
- 27.5 In the event that the Purchaser fails to pay the Supplier any payment by its respective due date or within the period set forth in the PCC, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate shown in the PCC, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

28. Insurance

- 28.1 The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Purchaser.
- 28.2 If not in accordance GCC Clause 28.1, the insurance coverage shall be as specified in the **INCOTERM** indicated in the Price Schedule or any other insurance provisions as specified in PCC.

29. Taxes and Duties

- 29.1 For Goods Manufactured within Bangladesh, the Supplier shall be entirely responsible for all taxes, duties, VAT, license fees, and other such levies imposed or incurred until delivery of the contracted goods to the Purchaser.
- 29.2 For Goods manufactured outside Bangladesh, the Supplier shall be entirely responsible for all taxes, duties and other such levies imposed outside Bangladesh.
- 29.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Bangladesh, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.



- 30. Performance Security**
- 30.1 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 30.2 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than Thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract and the issuance of certification to that effect by the Purchaser, including any warranty obligations as stated under GCC Clause 33, provided that there are no claims filed against the supplier.
- 31. Specifications and Standards**
- 31.1 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 7, Technical Specification and in Section 8, Drawings, if any.
- 31.2 If there is no applicable standard, the goods must conform to the authoritative standards appropriate to the good's country of origin. Such standards must be the latest issued by the concerned institution.
- 31.3 Subject to the GCC Clause 19, the Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- 31.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Technical Specification. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated under GCC Clause 19.
- 32. Inspections and Tests**
- 32.1 The Purchaser shall have the right to test the Goods to confirm their conformity to the Contract specifications. The PCC and Technical specifications shall specify what tests the Purchaser requires and where they are to be conducted. The supplier shall at its own expense and at no cost to the Purchaser, carry out all such tests of the Goods and related services as are specified in the Contract.
- 32.2 The Supplier shall provide the Purchaser with a report of the results of any such test.
- 32.3 The Purchaser may engage external agents for the purpose of conducting inspection or pre-shipment inspection of Goods, provided that the Purchaser shall bear all of its costs and expenses.
- 32.4 The Purchaser or its designated representative as specified shall be entitled to attend the tests and/or inspections under GCC Clause 32.1, provided that the Purchaser shall bear all of its own costs and expenses incurred in connection with such attendance.
- 32.5 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 32.6 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract, but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 32.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice under GCC Sub-Clause 32.5.
- 32.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report as stated under GCC Sub-Clause 32.2, shall relieve the Supplier from any warranties or other obligations under the Contract.

33. Warranty

- 33.1 The Supplier warrants that all the Goods supplied under the Contract are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the design and/or material required by the Purchaser provides otherwise under GCC Clause 19.
- 33.2 The Supplier further warrants that the all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in Bangladesh.
- 33.3 In order to assure that manufacturing defects shall be corrected by the Supplier, manufacturer, or distributor, as the case may be, a warranty shall be required from the Supplier for a minimum period of three (3) months in the case of supplies, and one (1) year in the case of equipment, or other such period as may be specified in the PCC, after the Goods, or any portion thereof as the case may be, have been delivered to and accepted in the form of an **Acceptance Certificate** as indicated in the GCC Clause 24.1 at the final destination indicated in the PCC.
- 33.4 The warranty periods may vary among the various items and lots. The warranty for Goods delivered ahead will lapse earlier than the succeeding deliveries.
- 33.5 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 33.6 Upon receipt of such notice, the Supplier shall, within the period specified in the PCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.



33.7 If the Supplier, having been notified, fails to remedy the defect(s) within the period as stated under GCC Sub Clause 33.6, the Purchaser may proceed to call upon the Performance security without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract and under the applicable law.

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

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

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

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

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

34. Delays in Delivery and Extensions of Time

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

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

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

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

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

35. Liquidated Damages

35.1 Subject to GCC Clause 34 and 38, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery and/or perform the Related Services within the period specified in the Contract as stated under GCC Clause 23, the Purchaser shall, without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract price of the delayed Goods or unperformed / Related Services for each week or part thereof of delay until actual



delivery or performance, up to a maximum deduction of the percentage specified in those PCC. Once the maximum is reached, the Purchaser may terminate the Contract as stated under GCC Clause 42.

36. Limitation of Liability

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

37. Change in Laws and Regulations

37.1 Unless otherwise specified in the Contract, if after the Contract, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Bangladesh (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.

38. Definition of Force Majeure

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

- (a) which is beyond a Party's control;
- (b) which such Party could not reasonably have provided against before entering into the Contract;
- (c) which, having arisen, such Party could not reasonably have avoided or overcome; and
- (d) which is not substantially attributable to the other Party.

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

- (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (ii) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (iii) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) natural catastrophes such as cyclone, hurricane, typhoon, tsunami, storm surge, floods, earthquake, landslides, fires, epidemics, quarantine restrictions, or volcanic activity;
- (vi) freight embargoes;
- (vii) acts of the Government in its sovereign capacity.



39. Notice of Force Majeure

- 39.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 39.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.
- 39.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

40. Duty to Minimise Delay

- 40.1 Each Party shall at all times use all reasonable endeavours to minimise any delay in the performance of the Contract as a result of Force Majeure.
- 40.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

41. Consequences of Force Majeure

- 41.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 41.2 The Purchaser may suspend the delivery or contract implementation, wholly or partly, by written order for a certain period of time, as it deems necessary due to force majeure as defined in the contract.
- 41.3 Delivery made either upon the lifting or the expiration of the suspension order. However, if the Purchaser terminates the contract as stated under GCC clause 42, resumption of delivery cannot be done.
- 41.4 Head of Purchaser determines the existence of a force majeure that will be basis of the issuance of suspension of order.
- 41.5 Adjustments in the delivery or contract schedule and/or contract price, including any need to modify contract under GCC Clause 46.

42. Termination for Default

- 42.1 The Purchaser shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of force majeure, the Supplier fails to deliver or perform any or all of the GOODS within the period(s) specified in the contract, or within any extension thereof granted by the Purchaser pursuant to a request made by the Supplier prior to the delay;
 - (b) As a result of force majeure, the Supplier is unable to deliver or perform any or all of the GOODS, amounting to at least ten percent (10%) of the contract price, for a period of not less than

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

- (c) The Supplier fails to perform any other obligation under the Contract;
- (d) If the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive or coercive practices, as stated under GCC Clause 3, in competing for or in executing the Contract;
- (e) When deductible amount due to liquidated damage reaches its maximum as stated under GCC Clause 35.

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

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

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

- (a) terminate the Supplier's employment under the Contract and cancel the contract, after giving 14 days' notice to the Supplier and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.1
- (b) declare, at its discretion, the concerned Person to be ineligible to participate in further Procurement proceedings, either indefinitely or for a specific period of time.

43. Termination for insolvency

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

44. Termination for Convenience

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



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

- (a) If Physical and economic conditions have significantly changed so as to render the contract no longer economically, financially or technically feasible, as determined by the Head of Purchaser;
- (b) The Head of Purchaser has determined the existences of conditions that make contract implementation impractical and/or unnecessary, such as, but not limited to , fortuitous event/s, change in laws and government policies;
- (c) Funding for the contract has been withheld or reduced;
- (d) Any circumstances analogous to the foregoing.

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

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

45. Procedures for Termination of Contracts

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

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



the Purchaser a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Purchaser shall issue an order terminating this Contract;

- (e) The Purchaser may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Purchaser shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (g) The Head of the Purchaser may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Purchaser.

46. Contract Amendment

- 46.1 Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.
- 46.2 The Purchaser, in accordance with their Delegation of Financial Powers, as required, may amend the Contract to reflect the changes introduced to the Original terms and Conditions of the Contract.

47. Settlement of Disputes

47.1 Amicable Settlement:

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

47.2 Adjudication

- (a) If the Supplier /Purchaser believe that amicable settlement of dispute is not possible between the two parties, the dispute shall be referred to the Adjudicator within fourteen (14) days of first written correspondence on the matter of disagreement;
- (b) The Adjudicator named in the PCC is jointly appointed by the parties. In case of disagreement between the parties, the Appointing Authority designated in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of a request from either party;
- (c) The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it;
- (d) The supplier shall make all payments (fees and reimbursable



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

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

47.3 Arbitration

- (a) If the Parties are unable to reach a settlement under GCC Clause 47.1(a) within twenty-eight (28) days of the first written correspondence on the matter of disagreement, then either Party may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub-Clause 47.3(b);
- (b) The arbitration shall be conducted in accordance with the rules of procedure specified in the PCC.

Not for submission

Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant GCC clauses.

GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
GCC 1.1(j)	<p>The Purchaser is :</p> <p>Rural Power Company Ltd.</p> <p>Representative:</p> <p>Executive Director (Engineering) Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh</p> <p>Consignee:</p> <p>Superintendent Engineer, Gazipur 52.194 MW Power Plant, Kodda, Gazipur Bangladesh</p>
GCC 1.1(o)	For supply of goods and related service. The point of delivery is Gazipur 52.194 MW Power Plant, Kodda, Gazipur.
GCC 5.1(i)	<p>The following documents shall also be part of the Contract:</p> <p>Please refer to the GCC Clause- 5.1 also following documents shall be part of the Contract:</p> <ol style="list-style-type: none"> I. All clarifications and replies regarding technical specifications, drawings and arithmetic corrections etc submitted by the Tenderer. II. Performance Security. III. All other correspondences regarding this Tender. IV. Sealed and signed Tender document.
GCC 11.1	<p>For <u>notices</u>, the Purchaser's contact details shall be:</p> <p>Attention: Executive Director (Engineering) Address: Rural Power Company Ltd. House-19, Road-1/B, Sector-09, Uttara Model Town, Dhaka-1230, Bangladesh. Telephone: +88 02 48961201 Facsimile number: +88 02 48963229 Electronic mail address: edengg@rpcl.gov.bd</p> <hr/> <p>For <u>notices</u>, the Supplier's contact details shall be:</p> <p>Attention: Address: Telephone: Facsimile number: Electronic mail address:</p>



GCC 18.1	The scope of supply and related works is as per Section 7. Technical Specifications.
GCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each packing shall be clearly marked with indelible ink/paint on at least four sides as follows.</p> <p>Name and address of Purchaser Name of the Supplier Contract Description Final Destination/Delivery Point Gross weight Package number of total number of packages Brief description of the content Any special lifting instructions Any special handling instructions</p> <p>The Final destination of the goods shall be at Gazipur Power Plant, Kadda, Gazipur and the goods shall remain at the risk of supplier until the delivery has been completed.</p>
GCC 23.1	<p>Delivery Period shall be:</p> <ul style="list-style-type: none"> • All sorts of spares and goods (listed in schedule 1.1) to be delivered at designated store of Gazipur 52 MW Power Plant within 112 (one hundred twelve) days from L/C opening date. • 36000 Hrs schedule maintenance of 06 (Six) engines has to be completed within 01 (one) year from the date of first indent. This completion period may extend upto 06 (six) months if any engine's operating hour does not reach 36000 Hrs within 10(ten) month from the date of Commencement date and/or in case of not getting permission for shutdown from the consignee. • The Contractor shall submit a Programme for the 36000 Hrs schedule maintenance Works before 7 days of the commencement of specific schedule maintenance. • 36000 Hrs schedule maintenance of Specific Engine shall be completed within 18 (eighteen) days from the date of commencement/shutdown. • Unscheduled break down maintenance service will be as per on call basis and shall be ended after 01(one) year from the date of Contract Signing or 600 man-hour whichever comes earlier. • Commencement Date of 36000Hrs schedule Maintenance and Un-schedule Maintenance shall be as per indent of the Project Manager.

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GCC 23.2

The Purchaser reserves the right to cancel without informing the supplier, any or all items not delivered within the specified delivery period and to purchase the same from any other source at the expense of the supplier.

Details of shipping and other documents to be furnished by the Supplier shall be:

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex, e-mail or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, Bill of Lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company:

- (a) One (1) original and Three (3) copies invoice of the Supplier showing the description of the Goods, quantity, unit price, and total amount;
- (b) One (1) original and Three (3) copies of the negotiable clean, on-board Bill of Lading/Airway Bill marked "freight prepaid".
- (c) One (1) Original and Three (3) copies of the **Manufacturer's/Supplier's** packing list identifying contents of each package;
- (d) One (1) original **Manufacturer's warranty** stating that the offered items are new, unused and of the most recent or current models, and that they incorporate all recent improvements in accordance with GCC 33.1 & will be fitted in the existing system and will operate satisfactorily during the warranty period as stated under GCC 33.3 of PCC;
- (e) Manufacturer's factory test certificate in one (1) original.
- (f) Quality and Quantity certificate of the Goods shipped in one (1) original.
- (g) One (1) Original Certificate of origin issued by the Chamber of Commerce of Exporting/ Manufacturer's Country.

The Supplier shall ensure that the documents to be sent are **free from any discrepancy**. In case of any discrepancy in the documents, the supplier shall be responsible for any consequent expenses, such as additional bank charges, additional demurrage at port owing to delayed clearance of Goods etc. The negotiable sets of documents shall be original, signed by the Supplier.

The supplier shall also ensure that the Purchaser shall receive the above documents at least Ten (10) days before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses. The shipping documents described above shall be supplied as follows-

- | | |
|---|------------|
| 1. Executive Director (Engineering), RPCL, Dhaka | 1(one) set |
| 2. Executive Director (Finance & Accounts), RPCL, Dhaka | 1(one) set |
| 3. Plant In-charge, Gazipur Power Plant, Kadda, Gazipur | 1(one) set |



GCC 25.1	The Contract price is: as specified in the Contract Agreement Form (PG4 – 8).
GCC 26.2	<ul style="list-style-type: none"> • Responsibility of the Purchaser and Supplier is : • CIP (Carriage & Insurance Paid To: Incoterm 2020) basis. Port of Discharge: Chattogram seaport/ Dhaka Airport. • The contractor will be responsible for clearing and forwarding of goods and the payment of all other charges including import related duties to be liable by the port as well as other Govt. agencies inside Bangladesh for the goods to be imported in accordance with the specifications and inland transportation (with insurance) upto plant site. • RPCL shall not pay the import related duties and taxes on any replacement or any additional items.
GCC 27.1	<p>Payment : Payments under this Contract shall be effected in the currency of the Tender for Foreign Currency and in Taka for local currency. Foreign currency payments shall be made through Letter of credit (LC) and local currency through transfer of fund to Contractor's account or its nominated local agent through local LC or Account Payee Cheque. RPCL shall pay to the Contractor in the following manners:</p> <p>a) Payment For Schedule Spare Parts (Foreign currency part of Schedule 1.1): i) 80% (Eighty percent) of foreign currency payment of the contract price will be made after shipment of the materials from the supplier / manufacturers end on presentation of original invoice certified by the purchaser, clean original shipping documents specified in GCC clause 23.2 and other necessary documents (as per L/C) to negotiating bank. ii) Payment of remaining 20% (Twenty percent) foreign currency and 100% local currency of the contract price shall be made against satisfactory receiving cum joint inspection report and acceptance certificate issued by the consignee.</p> <p>b) Payment for Works/Service (Foreign currency part and local currency part; Schedule 1.2) i) 90% (Ninety percent) of the contract price of 36000 Hours Schedule maintenance Services will be paid after completion, Test run and synchronizing with grid upto full load of individual generating unit upon issuance of the Provisional Acceptance Certificate of respective generating unit after successful completion of testing and handing over against submission of invoices/claim bill and completion certificate issued by the consignee. ii) 10% (Ten percent) shall be made after completion of Defect Liability Period upon issuance of the Completion of warranty period Certificate/Final Acceptance Certificate of respective engine after removal of all defect(s) pointed out by the consignee against submission of invoices/claim bill.</p> <p>c) Payment of the Maintenance Experts involved in unscheduled maintenance service (Schedule 1.3): The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:</p>

No Advance Payment will be admissible.

The contractor shall immediately deploy manpower (as described in scope of works & service) on call made by consignee. Payment of Unscheduled maintenance service shall be made on man-hour basis for performing any unscheduled maintenance service/breakdown maintenance service. The contractor shall submit 4 (four) copies of invoice prepared on the basis of Final Price Schedule (Schedule 1.3) duly certified for payment the Consignee with enclosure of attendance certificates (including the information of working hour, no of personnel) of rendering services and acceptance of **service report** of unscheduled maintenance service under the contract signed by both the parties. The Contractor shall claim bill /invoices after completion of at least one **30 man-hour or every 06 (six) month** interval whichever comes earlier.

Note : The Contractor shall pay any local and state taxes, fees or charges whatever imposed or to be imposed on the Maintenance Experts/ Specialists and their personal effects during their stay in Bangladesh under the Contract & Appendixes as per the existing rules of Bangladesh. The Contractor shall furnish necessary statements in this regard.

BANKING CHARGES:

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

Provisional Acceptance Certificate (PAC)

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

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

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

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

From the date of final inspection and test of completed works, at least three (3)



weeks' time should be taken for observation to the outcome of the work, after which Provisional Acceptance Certificate should be issued for the work of respective generating unit, signed and dated by the Consignee and delivered to the Contractor, provided that no omissions or defects are found which may affect the commercial operation of the plant.

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

PAC effective date will be the date of final Inspection.

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

Final Acceptance Certificate (FAC)

The work shall not be considered as completed until a Final Acceptance Certificate (FAC) is signed and issued by the Procuring Entity (PE) on the basis of the successful report of FAC committee formed by the competent authority stating that all work has been finally completed to their satisfaction. The Final Acceptance Certificate (FAC) will be given by the PE latest 28 (twenty eight) days after the expiration of the Defects liability period or different guarantee periods shall become applicable to different parts of the work, after the expiration of the latest of such periods and as soon as any and all works to be made good is completed to the satisfaction of the PE and the competent Authority.

Partial Shipment and partial payment is allowed. Maximum numbers of partial shipment will be 03 (Three).

GCC 27.3	Payments shall be made in no case later than the days 30 after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
GCC 27.5	The payment-delay period after which the Purchaser shall pay interest to the supplier shall be [Indicate the days] days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it. <i>Not Applicable.</i>

GCC 28.2	<p>Insurance:</p> <p>The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation storage and delivery. In this manner all Insurance shall be made by the supplier through Bangladesh Sadharan Bima Corporation.</p> <p>The supplier shall inform directly to the Purchaser following Way:</p> <p>No sooner had the shipment is effected, as well as the materials reached the port of the destination, the supplier shall inform the purchaser about where, when and how those Imported Equipment/Materials are stored/shall be stored/are going to be stored at the Sea Port/Land Port/Airport.</p> <p>Shipment of Goods in any chartered vessel over 15(fifteen) years of age and shipment of goods in the Deck are prohibited. If the contractor fails to comply with these instructions they shall be held fully responsible for any loss or damage arising out of the non-compliance of these contract conditions.</p>
GCC 29.0	<p>Taxes & Duties</p> <p>a) Bangladesh Income Tax & VAT for income earned in Bangladesh:</p> <p>The Contractor shall be entirely liable to pay all income tax, VAT and all other taxes of similar nature earned in Bangladesh arising out of this contract for both foreign & local currency portion (i.e., except OPT Value) of the contract price at the prevailing rule of GoB which shall be deducted at source during payment of bills for onward deposition of the same into government Treasury. At the date of payment if there is any increase or decrease in rate of income tax, vat and other taxes, RPCL will pay or receive respectively the balance amount.</p> <p>b) For Contractor's equipment, material imported on re-exportable basis:</p> <p>The Contractor shall be entirely responsible for custom and import duties, VAT, taxes and all other levies imposed inside Bangladesh under applicable law of Bangladesh for importing the contractor's construction equipment, tools and materials required for implementation of the contract in Bangladesh which shall be imposed on the condition to be exported after completion of the work.</p> <p>c) Foreign Country Taxes and permits</p> <p>The contractor shall pay all sales, income and other taxes and duties, tariff and import that can be lawfully assessed against the contractor by the government or any lawful authority of any country other than the people's republic of Bangladesh which has jurisdiction over the contractor in connection with the contract and shall pay for all licenses permits and inspection required for the work including the cost or securing all export licenses and permits for materials, equipment, supplies and personnel exported from the country to Bangladesh.</p> <p>d) Import Duty, VAT, TAXES , LEVIES & Other Taxes for permanent material of the work</p> <ul style="list-style-type: none"> • The contractor will be responsible for clearing and forwarding of goods and the payment of all other charges including customs duty to be liable by the port as well as other Govt. agencies inside Bangladesh for the goods to be imported in accordance with the specifications and inland transportation (with insurance) upto plant site. • RPCL shall not pay the import related duties and taxes on any replacement or any additional items.



GCC 32.1	<p>Post landing inspection</p> <p>Post landing inspection shall be done after arrival of the materials/equipment at Gazipur Power Plant. The Post landing inspection of the materials/ equipment shall be conducted by RPCL's Inspector or its authorized representative in the presence of the representative of the contractor. The program of such inspection shall be intimated to the representative of the contractor by RPCL upon arrival of the materials/ equipment at the above power station store. Receiving cum inspection report will be prepared after post landing inspection.</p>
GCC 32.4	<p>Pre-Shipment Inspection (PSI):</p> <p>RPCL shall send its engineers to carry out PSI of Goods at manufacturers' workshop including transfer of technical know-how. The Contractor shall furnish all reasonable aid and assistance required by the RPCL's engineers for executing PSI of the goods. The period for this PSI will be 07 (Seven) days excluding travel time.</p> <p>The Contractor/ Supplier shall also bear the costs of round air tickets (Economy class), standard hotel accommodations, food, internal transportations and per diem allowances @ EUR 150.00 per person per day. Days will be counted from the date of departure to arrival in Bangladesh. The number of such personnel will be 03 (Three) for this purpose.</p> <p>The RPCL's engineers shall be free at all times to perform their duties and any intimidation or attempted intimidation of any one of them by the Contractor or by any of its employees shall be sufficient reasons if the RPCL so decides, to terminate the Contract.</p> <p>Such test shall not relieve the Contractor from any obligation to perform the contract in accordance with the Contract Documents.</p>

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GCC 33.3

Warranty for Goods:

The Supplier shall warrant that the goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials. The supplier shall further warrant that the goods supplied under this contract shall have no defect arising from design, materials or work man ship (except in so far as the design or materials is required by the Purchaser's Specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in conditions obtaining in the Purchaser's country. **Guarantee/ warranty certificate from the manufacturer mentioning that their offered items will be new, unused and will be fitted properly in the existing system without any modification.**

The warranty period for the parts begins on the date of delivery, Receive and Inspection (R&I) and Quality Certificate issued by the consignee and ends eighteen (18) months from the date of delivery if the parts are inspected and installed within the above mentioned eighteen (18) months, the warranty period will be twelve (12) months from the date when the parts were placed in service or eighteen (18) months from the date of delivery, whichever occurs later.

The Purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.

Upon receipt of such notice, with in Thirty (30) days the supplier shall, with all reasonable speed repairs or replace the defective goods or parts thereof, without cost to the Purchaser including delivery to RPCL S store complete in all respects.

Manufacturer default warranty will applicable for replaced spare parts under warranty claim.

If the supplier, having been notified, fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such action/actions as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the provisions of the contract.

Warranty for 36000hrs maintenance service:

Unless otherwise specified the Defects liability period/ warranty period hereunder shall begin from the Effective date mentioned in Provisional Acceptance Certificate (PAC) for each generating unit after 36000 schedule maintenance and shall end after 12 (Twelve) months or 8000 EOH (individual generating unit) which comes earlier.

The Contractor shall pay all costs for correction of defects including shop and field labour and supervision, transportation, parts, supplies, all tackles and special tools.

The Contractor will be given an opportunity to check the existence of the defect and he shall promptly do the correction within reasonable time. This section states the limit of the Contractor's liability for defects for which he is responsible. When it is necessary to dismantle piping, ducts, machinery, equipment or other work furnished or performed by the Contractor in order to obtain access to the work, the cost of all such dismantling and re-assembling will be paid by the Contractor.



	<p>Expert service for Unscheduled Maintenance: The experts for unscheduled maintenance/breakdown repair shall attend for a particular assignment within 12 (twelve) hours from the phone call of consignee. If within 24 (twenty four) hours after the Consignee makes the call for any unscheduled maintenance, the Contractor neglects to attend, RPCL is hereby authorized to make the correction himself or order the service to be done by third party.</p> <p>In the case of an emergency where in the judgment of RPCL the delay resulting from giving formal notice would cause serious loss or damage which could be prevented by immediate action, defects may be corrected by RPCL or a third party chosen by RPCL without giving prior notice to the Contractor and cost of corrections shall be paid by the Contractor. In the event, such action is taken by RPCL, the Contractor will be notified promptly and the Contractor shall assist wherever possible in making the necessary corrections.</p> <p>The Contractor shall extend the provisions of the Defects Liability Period to cover all repaired and replacement parts furnished under the Defects Liability Period.</p>
GCC 33.6	<p>The Contractor shall correct any defects covered by the Warranty within 30 days of being notified by the Purchaser of the occurrence of such defects.</p>

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GCC 35.1	<p>Liquidated Damages:</p> <p>For delayed Goods or unperformed related works and service:</p> <p>The applicable rate for liquidated damages for delay shall be: 0.5 percent of the Contract Price of the delayed Goods or unperformed related works and services for each week of delay until actual delivery or performance.</p> <p>For undelivered Goods:</p> <p>Supplier is responsible for supplying 100% contracted items. If the supplier fails to deliver any item, The Procuring entity will procure the item from other sources and actual cost will be adjusted from supplier's payment or the purchaser can adjust LD at the rate of 20% of the cost of non-supplied items.</p> <p>For Output of Generating unit:</p> <p>Liquidated damage is applicable on the output power of 36K overhauled generating unit. If the engine fails of achieve full load during performance test at diff. load including full load for 6 hours, the contractor shall pay to the liquidated damages at the rate of 1% (one percent) of the Contract Price of respective generating unit (engine) 36000 Hours Schedule maintenance Services as per Defined Scope, Test run and synchronizing with grid upto full load (price schedule 1.2) for decrease of 1% or its fraction of the output from the guaranteed output.</p> <p>For unscheduled maintenance/breakdown:</p> <p>The experts for unscheduled maintenance/breakdown repair shall attend for a particular assignment within 12 (twelve) hours from the phone call/email/letter of consignee. If within 24 (twenty four) hours after the Consignee makes the call for any unscheduled maintenance, the Contractor neglects to attend, RPCL is hereby authorized to make the correction himself or order the service to be done by third party and cost of the service will be deducted from the contract price.</p> <p>Bonus on 36K Maintenance work :</p> <p>The Contractor shall be paid a Bonus calculated at the rate per calendar day @0.1% of Contract price of individual unit for each day (less any days for which the Contractor is paid for acceleration) that the Completion of the whole of the Works is earlier than the Intended Completion Date (18 days from the Commencement date of 36K Maintenance work for individual engine). The Project Manager shall require certifying that the Works are complete, although they may not have fallen due to being complete as per approved updated Programme of Works.</p> <p>Total amount of liquidated damages shall not exceed ten (10) percent of the final Contract price for the whole of the Works.</p>
GCC 47.2(b)	<p>The name of the Adjudicator:</p> <p>The President of the Institution of Engineers, Bangladesh (IEB)</p> <p>The name of the appointing authority of the Adjudicator shall be finalized by both the parties if necessary.</p>
GCC 47.3(b)	<p>The rules of procedure for arbitration proceedings shall be as follows:</p> <p>Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Bangladesh Arbitration Act 2001 as at present in force</p>



Section 5. Tender and Contract Forms

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

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

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

Tender Submission Letter (Form PG4 – 1)

[This letter shall be completed and signed by the Authorized Signatory on the Letter-Head pad of the Tenderer]

To: <i>[Contact Person]</i> <i>[Name of Purchaser]</i> <i>[Address of Purchaser]</i>	Date:
Invitation for Tender No:	<i>[indicate IFT No]</i>
Tender Package No:	<i>[indicate Package No]</i>
Lot No:	<i>[indicate number of Lots]</i>

We, the undersigned, offer to supply in conformity with the Tender Document the following Goods and related Services:

In accordance with ITT Clauses 23 and 24, the following prices and discounts apply to our Tender:

The Tender Price is: (ITT Sub-Clause 23.1)	a. BDT <i>[state amount in figures]</i> <i>[state amount in words]</i>
	b. Other Currency(s) <i>[state amount in figures]</i> <i>[state amount in words]</i> as stated in the TDS Sub-Clause 24.3
In Accordance with ITT sub clause 23.9 (a) and 23.9 (b) the unconditional discount offered by us is: (This discount shall be applicable on all the items of Price Schedule after Arithmetical Correction)	_____ <i>[Percentage in figures and words]</i>
The advance payment (when applicable) is: <i>[insert the percentage of the Contract Price]</i> (GCC Sub-Clause 27.1)	_____ <i>[Percentage in figures and words]</i>
and we shall accordingly submit an Advance Payment Guarantee in the format shown in Form PG4-10 .	
Mandatory Spare Parts Price (When Economic Factor applicable) is: (ITT Sub-Clause 52.2 (f) & 52.5 (b))	BDT _____ <i>[in figures]</i>
	BDT _____ <i>[in words]</i>



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

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

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

including Addendum to Tender Documents No(s) *[state numbers]*, issued in accordance with the Instructions to Tenderers (ITT Clause 11). *[insert the number and issuing date of each addendum; or delete this sentence if no Addendum have been issued]*;
- e) we, including as applicable, subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Sub-Clause 5.1;
- f) we are submitting this Tender as a sole Tenderer
- g) we are not a Government owned entity as defined in ITT Sub-Clause 5.3
or
we are a Government owned entity, and we meet the requirements of ITT Sub-Clause 5.3;
(delete one of the above as appropriate)
- h) we, declare that we are not associated, nor have been associated in the past, directly or indirectly, with a consultant or any other entity that has prepared the design, specifications and other documents, in accordance with ITT Sub-Clause 5.5;
- i) we, including as applicable subcontractor, have not been declared ineligible by the Government of Bangladesh or the Development Partner, under the laws of Bangladesh or official regulations or by an act of compliance with a decision of the United Nations Security Council on charges of engaging in corrupt, fraudulent, collusive, coercive (or obstructive in case of Development Partner) practices, in accordance with ITT Sub-Clause 5.6;
- j) furthermore, we are aware of ITT Sub Clause 4.3 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;
- k) we intend to subcontract an activity or part of the Supply, in accordance with ITT Sub-Clause 16.1 to the following Subcontractor(s);

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

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

Signature:

[insert signature of authorized representative of the Tenderer]

Name:

[insert full name of signatory with National ID]

In the capacity of:

[insert designation of signatory]

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

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

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



- A certificate issued by the competent authority of Bangladesh stating that the Tenderer is a Tax payer having valid Tax identification Number (TIN) and VAT registration number or in lieu any other document acceptable to the Purchaser demonstrating that the Tenderer is a genuine Tax payer and has a VAT registration number as a proof of fulfillment of taxation obligations in accordance with ITT Clause 5 .
- Documentary evidence demonstrating that they are enrolled in the relevant professional or trade organizations registered in Bangladesh in accordance with ITT Clause 5.

2. Litigation History: [Number of arbitration awards against the tenderer over the period in accordance the ITT Clause 13.1] if no [state "None"]

3. Qualification Information of the Tenderer:

3.1	Number of years of overall experience of the Tenderer in the supply of goods and related services as stated under ITT Sub-Clause 14.1(a):	
3.2	Number of completed supply contracts in the supply of similar goods and related services of required value within the period mentioned in TDS as stated under ITT Sub-Clause 14.1(b): <ul style="list-style-type: none"> ▪ Number of Contracts: ▪ Value of the Contracts: ▪ Period of the Contract: 	
3.3	The supply and/or production capacity of Goods, if applicable, as stated under ITT Sub-Clause 14.(c)	
3.4	Available liquid assets or working capital or credit facility in accordance with ITT Clause 15.1(a)	

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Subcontractor Information (Form PG4-2A)

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

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

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



[The foreign Subcontractors , in accordance with ITT Sub Clause 5.1, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]

2. Key Activity(ies) for which it is intended to be Subcontracted [ITT Sub Clause 16.1]

2.1	Elements of Activity	Brief description of Activity

2.2 List of Similar Contracts in which the proposed Subcontractor had been engaged

Name of Contract and Year of Execution		
Value of Contract		
Name of Procuring Entity		
Contact Person and contact details		
Type of Good supplied or service provided or Works performed		

Not for submission



Price Schedule for Goods (Form PG4-3A)

[Group A Tenders: Goods Manufactured in Bangladesh]

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

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

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



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**Schedule 1.1: Price Schedule for Different types of Spare Parts – [Form PG4-3B]
[Group B Tenders: Goods Manufactured outside Bangladesh, to be imported]**

Invitation for Tender No:	Pur- 009(FG/GPP52MW/OTM)/2021-2022. Date: 30.11.2021
Tender Package No:	01 Package Description: Procurement of Different Types of Spare Parts, 36K Schedule Maintenance Service and Maintenance Expert Service for Gazipur 52.194 MW Power Plant.
Tender Lot No:	01 Lot Description: Procurement of Different Types of Spare Parts, 36K Schedule Maintenance Service and Maintenance Expert Service for Gazipur 52.194 MW Power Plant.

Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
Spare parts for Safety & Schedule Maintenance Spare Parts for Engines										
1	Anti-polishing ring		Pcs	46						
2	O-ring		Pcs	87						
3	O-ring		Pcs	41						
4	Main bearing kit		Pcs	21						
5	Screw		Pcs	2						



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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
6	O-ring		Pcs	20						
7	O-ring		Pcs	3						
8	O-ring		Pcs	2						
9	O-ring		Pcs	1						
10	O-ring		Pcs	4						
11	O-ring 142.47*3.53		Pcs	1						
12	O-ring		Pcs	3						
13	O-ring		Pcs	2						
14	Spare part set for damper D 90_45		Pcs	2						
15	Gudgeon pin bearing bush		Pcs	23						
16	Connecting Rod lower part, version: 0046,engine serial no:PAAE210526-31		Pcs	1						
17	Big end bearing kit		Pcs	41						
18	Piston crown (Engine Model : W20V32GD,		Pcs	11						

Not for Submission



[Signature]

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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and if applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
	serial No: PAAE210526-31)									
19	Gudgeon Pin (centre bore dia 40 mm, bulletline no.:3211P286)		Pcs	1						
20	Piston skirt		Pcs	1						
21	Piston ring set		Pcs	41						
22	Screw (Engine S/N: PAAE210526-31), wartsila technical bulletline No: WS11T301		Pcs	40						
23	Screw		Pcs	3						
24	Valve guide		Pcs	58						
25	Sealing set for cylinder head replacement		Pcs	53						
26	Seat ring for inlet valve, Version: 0006, Engine sl no: PAAE210526-31		Pcs	39						

Not for Submission







Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
27	Seat ring for outlet valve		Pes	150						
28	Seat ring for outlet valve+1mm		Pes	55						
29	pipe		Pes	1						
30	Screw		Pes	1						
31	Nut		Pes	2						
32	Sealing set for cylinder head overhaul		Pes	42						
33	Rotocap		Pes	18						
34	Exhaust valve		Pes	69						
35	Inlet valve		Pes	31						
36	Cylinder head indicator valve		Pes	8						
37	O-ring 227.97*5.33		Pes	8						
38	Thrust Bearing bush, Engine SL No.: PAAE210526-31,Bulletin no:WS13P444,Dated:04 /04/2020		Pes	11						

Not for Submission

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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
39	O-ring 17.12*2.62		Pcs	1						
40	Hex sock H cap screw M12X 35		Pcs	8						
41	O-ring 278.77*5.33		Pcs	7						
42	O-ring 17.12*2.62		Pcs	6						
43	Valve Tappet Roller		Pcs	10						
44	Roller pin		Pcs	16						
45	O-ring		Pcs	43						
46	Washer		Pcs	6						
47	Screw		Pcs	8						
48	O-ring		Pcs	46						
49	Roller pin		Pcs	10						
50	Tappet Roller		Pcs	9						
51	Washer		Pcs	2						
52	Sealing set		Pcs	29						
53	Injection pump		Pcs	2						
54	spring plate		Pcs	20						
55	Pump element		Pcs	31						
56	Fuel rack Set contains: 165037-0008 Fuel rack		Pcs	48						

Not for Submission



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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, All Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
	1PC/Set total 48 PC 165029-0006 Regulating sleeve 1PC/Set total 48 PC									
57	Screw		Pcs	17						
58	push rod of high pressure pump		Pcs	2						
59	Spring		Pcs	29						
60	Sealing set		Pcs	64						
61	Plug for FIP		Pcs	45						
62	Sealing ring for FIP		Pcs	61						
63	Injection pipe		Pcs	2						
64	Injection valve push rod		Pcs	4						
65	Injection valve spring		Pcs	8						
66	Nozzle Nut		Pcs	10						
67	O-ring for high pressure pipe		Pcs	72						
68	O-ring for high pressure pipe		Pcs	75						
69	Gasket		Pcs	2						
70	Clamping Ring		Pcs	2						

Not for Submission



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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and if applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
71	Sealing set		Pcs	3						
72	Service kit		Pcs	27						
73	Screw		Pcs	2						
74	Bearing		Pcs	4						
75	Bearing		Pcs	4						
76	Pair of friction ring		Pcs	6						
77	Sealing set		Pcs	4						
78	Water pump shaft		Pcs	2						
79	Sealing ring		Pcs	22						
80	Gasket		Pcs	113						
81	Bellows		Pcs	22						
82	Seal ring		Pcs	8						
83	O-ring		Pcs	22						
84	Bearing bush		Pcs	7						
85	Gasket		Pcs	4						
86	Seal		Pcs	2						
87	Gasket		Pcs	2						
88	O-ring for Governor drive		Pcs	4						
89	Pair of friction ring		Pcs	3						
90	Bearing		Pcs	8						

Not for Submission







Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
91	Engine SL No.: PAAE210526-31, Bulletin no: WS13P444, Dated: 04 /04/2020		Pcs	8						
92	O ring 354.97*5.33 O ring 17.12*2.62 Parallel pin 8M6X16		Pcs	16						
93	Engine SL No.: PAAE210526-31, Bulletin no: WS13P444, Dated: 04 /04/2020		Pcs	11						
94	Bearing bush		Pcs	66						
95	Gasket		Pcs	92						
96	O-ring		Pcs	156						
97	O-ring		Pcs	3						
98	O-ring		Pcs	1						
99	O-ring		Pcs	19						
100	O-ring		Pcs	19						
101	Pipe Union		Pcs	2						
102	O-ring		Pcs	16						
103	O-ring		Pcs	19						

Not for Submission



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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and if applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
104	O-ring		Pcs	8						
105	O-ring		Pcs	2						
106	Support ring 150/141.3*1.7		Pcs	4						
107	Guide ring		Pcs	2						
108	O-ring		Pcs	1						
109	O-ring		Pcs	1						
110	O-ring		Pcs	4						
111	O-ring		Pcs	1						
112	O-ring		Pcs	4						
113	O-ring		Pcs	1						
114	O-ring		Pcs	1						
115	O-ring		Pcs	1						
116	O-ring 99.1*5.7		Pcs	82						
117	Pipe		Pcs	1						
118	Pipe		Pcs	1						
119	Pipe		Pcs	1						
120	Pipe		Pcs	1						
121	flexible hose		Pcs	1						
122	Glue Compound		Pcs	1						
123	Glue compound(243)		Pcs	7						

Not for Submission



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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
124	Glue compound		Pcs	9						
125	Glue compound		Pcs	4						
126	Filter candle		Pcs	90						
127	O-ring 107.54*3.53		Pcs	1						
128	Sealing set		Pcs	3						
129	O-ring		Pcs	27						
130	O-ring		Pcs	15						
131	O-ring		Pcs	16						
132	O ring 14*3		Pcs	260						
133	O ring 22.2*3		Pcs	156						
134	High pressure pump flexible hose 3000mm Bearing labyrinth Seal Sealing for Sleeve		Pcs	1						
135	Bearing Shell Item No.: 302128/10-11 Art. No.: 200757103 Brand:RENK,Germany.		Pcs	4						
136	Bearing labyrinth Seal Sealing for Sleeve Bearing Shell		Pcs	8						

Not for Submission









Sl. No.	Description of Items	Country of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
	Item No.: 302128/07-11 and 302128/10-11 Art. No.:200350027 Brand:RENK,Germany. tube for coupling (trailing).Drq no:3584438, Renold Hitech Coupling, GS658.5 coupling, Rubber Element 137		Pcs	120						
	138 Drq no:3584441, Renold Hitech Coupling, GS658.5 coupling.		Pcs	18						
	139 Flexible hose, LT-water air vent		Pcs	1						
	140 Loctite 275		Pcs	4						
	141 Loose Oil Ring, Oil Lub Ring. Item No.: 302128/07-11 and 302128/10-11 Art. No.:200729799		Pcs	2						

Not for submission



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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
	Brand:RENK,Germany.									
142	Bush		Pes	2						
143	Measuring tool for piston support surfaces, version:0002,Engine SI No:PAAE210526- 31,Bulletine No:WS11Q033,Dated:0 8/09/2020		Pes	1						
144	Hydraulic Jack		Pes	2						
145	water jacket		Pes	1						
146	Cover for camshaft		Pes	1						
147	Bend		Pes	1						
148	Cylinder head cover		Pes	2						
149	Cylinder head cover		Pes	2						
150	Cylinder head cover		Pes	2						
151	Parallel pin 8M6X20, Engine SL No.:PAAE210526-31, Bulletin no:WS13P444,Dated:04		Pes	30						

Not for submission



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[Signature]

Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and if applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
	/04/2020									
152	Bearing Cover,, Engine SL No.: PAAE210526- 31, Bulletin no: WS13P444, Dated: 04 /04/2020		Pcs	6						
153	Bellows		Pcs	7						
154	Pin, Engine SL No.: PAAE210526-31, Bulletin no: WS13P444, Dated: 04 /04/2020		Pcs	12						
155	Glue Compound		Pcs	11						
156	gasket		Pcs	7						
157	gasket		Pcs	6						
158	Speed pick up		Pcs	5						
159	Pressure transmitter		Pcs	5						
160	Solenoid valve, start		Pcs	2						
161	Illuminated selector switch		Pcs	6						
162	Pressure transmitter		Pcs	5						

Not for Submission



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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
163	Positioner		Pes	4						
164	actuator		Pes	5						
165	Converter		Pes	2						
166	Needle valve PG206STX00		Pes	4						
167	O-ring		Pes	2						
168	Heagon head screw		Pes	2						
169	Hood		Pes	4						
170	Shim		Pes	12						
171	O-ring for LO thermostatic valve		Pes	27						
172	Screw		Pes	1471						
173	Nut		Pes	1471						
174	Starting air distributor bush		Pes	11						
175	Slide		Pes	11						
176	Spring		Pes	10						
177	Spare part set		Pes	3						
178	Governor Drive Housing		Pes	6						
179	Booster servomotor		Pes	1						
180	Thrust Bearing		Pes	6						

Not for Submission

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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
181	Charge air cooler		Pcs	1						
182	Sealing ring		Pcs	2						
183	Streacher		Pcs	16						
184	Screw		Pcs	28						
185	Clamping band		Pcs	2						
186	Clamping screw		Pcs	2						
187	Screw		Pcs	32						
188	Screw		Pcs	4						
189	Sealing ring		Pcs	4						
190	O-ring		Pcs	4						
191	O-ring		Pcs	4						
192	O-ring		Pcs	4						
193	Clamping band		Pcs	10						
194	Clamping screw		Pcs	2						
Spare parts for HFO (Model: OSE 80-0136-067/50), Serial No:9056-649 and LO Separator. (Model: OSE 20-0196-067/15), Serial no:9056-443										
195.	Guide Tape		Pcs	3						
196.	Piston Guide Ring		Pcs	6						
197.	Set of neck bearing spring		Pcs	2						
198.	Gasket		Pcs	4						
199.	Gasket		Pcs	3						

Not for Submission



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Sl. No.	Description of Items	Count of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, Insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and If applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
200.	Gasket		Pcs	3						
201.	Gasket		Pcs	1						
202.	Gasket		Pcs	3						
203.	Gasket		Pcs	14						
204.	Gasket		Pcs	4						
205.	Gasket		Pcs	3						
206.	Gasket		Pcs	5						
207.	Gasket		Pcs	4						
208.	Gasket		Pcs	4						
209.	Gasket		Pcs	4						
210.	Gasket		Pcs	5						
211.	Gasket		Pcs	9						
212.	Gasket		Pcs	3						
213.	Angular Contact Ball Bearing		Pcs	4						
214.	Ball valve		Pcs	1						
215.	3/2-way piston valve		Pcs	1						
216.	Control valve		Pcs	1						
217.	Ball valve		Pcs	1						
218.	ALLEN SCREW		Pcs	3						
219.	Hexhead Screw		Pcs	1						

Not for Submission



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Sl. No.	Description of Items	Count ry of Origin	Unit	Quantity	Unit Price CIP (Chittagong Seaport/Dhak a Airport) [FC]	CIP price per Line Item (Col. 5 x 6) [F/C]	Inland transportation, insurance, All types of Duty, Port Handling Charge and other local costs for the delivery of the Goods to Gazipur Power Plant [BDT]	VAT Payable on account of Supplier if the Contract is awarded and if applicable as per VAT Act.)	Total Price per line item	
									FC (Col 7)	BDT (Col 8+9)
1	2	3	4	5	6	7	8	9	10	
220.	Brake Lining		Pcs	3						
221.	Machine Foot		Pcs	8						
222.	Set of spare parts for drive-8000hrs		Pcs	1						
223.	Centripetal pump complete		Pcs	1						
224.	Spindle Cap		Pcs	1						
225.	Set of spare parts for bowl and hood		Pcs	4						
Note: (1) Price offered in foreign currency (USD/EUR) & Bangladeshi Taka (BDT). (2) Supplier will pay import related duties & taxes.										
Point of Delivery: Gazipur Power Plant										
Delivery period : Within 112 Days on board from the Date of opening LC										

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

[Note: The Purchaser may also use other INCOTERMS if deemed necessary. In such case Form PG4-3B, will require to be customized by the Purchaser]



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

Invitation for Tender No:		Pur- 009(FG/GPP52MW/OTM)/2021-2022. Date: 30/11/2021		Package Description:					Procurement of Different Types of Spare Parts, 36K Schedule Maintenance Service and Maintenance Expert Service for Gazipur 52.194 MW Power Plant.		
Tender Package No:		01		Lot Description:					Procurement of Different Types of Spare Parts, 36K Schedule Maintenance Service and Maintenance Expert Service for Gazipur 52.194 MW Power Plant.		
Tender Lot No:		01									
1	2	3	4	5	6	7	8	9			
Service No.	Description of Services (excludes inland transportation and other services required in Bangladesh to convey the goods to their final destination)	Country of Origin	Unit of Measurement	Quantity	Unit price of service [FC] or [BDT]	Price per line item of service (Col. 5 X Col. 6) [FC] or [BDT]	VAT Payable on account of Supplier if the Contract is awarded [BDT]	Total Price per line item of service (Col. 7) FC BDT			
01	36000 hrs Schedule Maintenance Works (as per OEM Guideline and sl no. 1 to 31 of attached scope of work list at section 7.1.2) for Engines	Bangladesh	Nos	06							
02	Turbo charger servicing (as per sl no. 32(a-d) of attached scope of work list at section 7.1.2)	Bangladesh	Nos	12							
03	Governor Servicing (Overhauling and Calibration-as per sl no. 33 of attached scope of work list at section 7.1.2)	Bangladesh	Nos	06							
04	Dynamic Balancing of Turbocharger	Bangladesh	Nos	12							
05	Additional Work for Crankshaft of DG#06: sl no. 34 of attached scope of work list at section 7.1.2.(Lube oil leakage rectification at flywheel side End Cover)	Bangladesh	Nos	1							
06	L4 Scheduled Maintenance work of Alternator as per OEM Guideline and Section 7.2	Bangladesh	Nos	06							
07	Pre-shipment inspection (PSI)	N/A	Person	03							
Note Price offered in foreign currency (FC) & Bangladeshi Taka (BDT)							Total Price for Lot				
Point of Delivery: as per Schedule of Requirement:							Period of Delivery: as per Schedule of Requirement:				

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



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[Handwritten Signature]

Schedule 1.3: Remuneration of the Experts involved during unscheduled maintenance service:

1	2	3	4	5	6
Sl. No.	Field of Specialist	Nos. of Man-Hour	Hourly Charge (FC/person or Taka/person)	Total Working man-Hour	Total amount in FC or LC (4x5)
1	Service engineer for Providing unscheduled break down maintenance service	200			
2	Superintendent engineer for Providing unscheduled break down maintenance service	200			
3	Specialist for Providing unscheduled break down maintenance service	200			
Sub- TOTAL for Schedule 1.3					

Note1: Hourly Charge shall also include Travelling Cost, accommodation, incidental cost, transportation, insurance of the experts shall be included in Schedule 1.3

Note2: Applicable IT and VAT to be included within the quoted price and it will be deducted at source from the contractor's invoice or bill during payment as per [GCC(PCC)(29.0)]



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Schedule 1.5: Grand Summary of all price schedules

SI No	Description	Total L.C	Total F.C
1.	Sub Total - Schedule 1.1: Price Schedule for Different types of Spare Parts (Form PG4-3B)		
2.	Sub Total - Schedule 1.2: Price and Completion Schedule for 36000hrs Schedule Maintenance Works and Related Services (Form PG4-3D)		
3.	Sub Total - Schedule 1.3: Remuneration of the Experts involved in day to day maintenance service.		
Total Price (in figure)			
Total Price (in Word)			

Not for Submission

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

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Specifications Submission and Compliance Sheet (Form PG4-4)

Invitation for Tender No:

Date:

Tender Package No:

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

Tender Lot No:

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

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

[The Tenderer should complete all the columns as required]

Signature:

[insert signature of authorised representative of the Tenderer]

Name:

[insert full name of signatory]

In the capacity of:

[insert designation of signatory]

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



Manufacturer's Authorisation Letter (Form PG4 - 5)

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

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

WHEREAS

We [insert complete name of Manufacturer],

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

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

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

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

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

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

Title: [insert title]

Date: [insert date of signing]



Bank Guarantee for Tender Security (Form PG4 – 6)

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

Invitation for Tender No:

Date:

Tender Package No:

Tender Lot No:

To:

[Name and address of Purchaser]

TENDER GUARANTEE No:

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

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

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

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

This guarantee will expire:

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

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

Signature



Seal



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

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

Memo No.:

Date:

Invitation for Tender No:

Date:

Tender Package No:

Lot No (when applicable):

To:

[Name and address of the Procuring Entity]

CREDIT COMMITMENT No: [insert number]

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

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

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

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

Name and Signature

Name and Signature



Notification of Award (Form PG4 - 7)

Contract No:
To:

Date:

[Name of Contractor]

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

You are thus requested to take following actions:

- i. accept in writing the Notification of Award within seven (7) working days of its issuance pursuant to ITT Sub-Clause 62.3
- ii. furnish a Performance Security in the specified format and in the amount of Tk [state amount in figures and words], within Twenty-eight (28) days from issue of this Notification of Award but not later than [specify date], in accordance with ITT Clause 64.2
- iii. sign the Contract within twenty eight (28) days of issuance of this Notification of Award but not later than [specify date], in accordance with ITT Clause 67.2

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

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

Signed

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

Date:



Contract Agreement (Form PG4 - 8)

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The following documents forming the Contract shall be in the following order of precedence, namely :
 - (a) the signed Form of Contract Agreement;
 - (b) the Notification of Award
 - (c) The Tender and the appendices to the Tender;
 - (d) Particular Conditions of Contract;
 - (e) General Conditions of Contract;
 - (f) Technical Specifications;
 - (g) Drawings;
 - (h) Price Schedules and Schedule of Requirements and;
 - (i) other document including correspondences listed in the PCC forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and related services and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

For the Purchaser:

For the Supplier:

Signature

Print Name

Title

In the presence
of Name
Address

Bank Guarantee for Performance Security (Form PG4 – 9)

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

Contract No:

Date:

To:

[Name and address of Purchaser]

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

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

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

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

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

[Signatures of authorized representatives of the bank]

Signature

Seal



Bank Guarantee for Advance Payment (Form PG4 – 10)

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

Contract No:

Date:

To:

[Name and address of Purchaser]

ADVANCE PAYMENT GUARANTEE No:

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

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

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

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

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

[Signatures of authorized representatives of the bank]

Signature

Seal



Personnel Information (Form PG4-11)

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

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

A. Proposed Position (tick the relevant box)

<input type="checkbox"/> Maintenance Expt (Elect.)	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<input type="checkbox"/> Maintenance Expt (Mech.)	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<input type="checkbox"/> Service Engineer	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<input type="checkbox"/> Superintending Engineer	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate
<input type="checkbox"/> Specialist	<input type="checkbox"/> Prime Candidate	<input type="checkbox"/> Alternative Candidate

B. Personal Data



Name	
Date of Birth	
Years overall experience	
National ID Number	
Years of employment with the Tenderer	

Professional Qualifications:

- 1.
- 2.
- 3.
- 4.

C. Present Employment [to be completed only if not employed by the Tenderer]

Name of Procuring Entity:	
Address of Procuring Entity:	

Present Job Title:	

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

Contact [manager/personnel officer]:

D. Professional Experience

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

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

Not for submission



Section 6. Schedule of Requirements

Invitation for Tender No:	Pur-009(FG/GPP52MW/OTM)/2021-2022.	Date:	30/11/2021
Tender Package No:	01	Package Description:	Procurement of Different Types of Spare Parts, 36K Schedule Maintenance Service and Maintenance Expert Service for Gazipur 52.194 MW Power Plant.
Tender Lot No:	01	Lot Description:	Procurement of Different Types of Spare Parts, 36K Schedule Maintenance Service and Maintenance Expert Service for Gazipur 52.194 MW Power Plant.

A. List of Goods and Delivery Schedule

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

Item No.	Description of Item	Unit of Measurement	Quantity	Point of Delivery	Delivery Date Required (in weeks)
For Goods: Description, Unit and Quantity as per Schedule 1.1: Price Schedule for Different types of Spare Parts (Form PG4-3B)					
Delivery Date:					
<ul style="list-style-type: none"> • Within 112 (one hundred twelve) days from the date of opening LC 					
Point of Delivery: Gazipur 52.194MW Power Plant, kadda, Gazipur					



B. List of Related Services and Completion Schedule

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

Item No.	Description of Item	Unit of Measurement	Quantity	Place where Services shall be performed	Final Completion Date(s) of Services
1	2	3	4	5	6
<p>For 36k Schedule Maintenance Service: Description, Unit and Quantity as per ; Price and Completion Schedule for 36000hrs Schedule Maintenance Works and Related Services (Form PG4-3D)</p> <p>For Maintenance Expert Service: Description, Unit and Quantity as per Schedule 1.3: Remuneration of the Experts involved in day to day maintenance service.</p> <p>Place where Services shall be performed Gazipur 52.194MW Power Plant, kadda, Gazipur</p> <p>Final Completion Date(s) of Services</p> <p>For 36k Schedule Maintenance Service:</p> <ul style="list-style-type: none"> 36000 Hrs schedule maintenance of 06 (Six) engines has to be completed within 01 (one) year from the date of L/C opening date. This completion period may extend upto 06 (six) months if any engine's operating hour does not reach 36000 Hrs within 10(ten) month from the date of Commencement date and/or in case of not getting permission for shutdown from the consignee. The Contractor shall submit a Programme for the 36000 Hrs schedule maintenance Works before 7 days of the commencement of specific schedule maintenance. 36000 Hrs schedule maintenance of Specific Engine shall be completed within 18 days from the date of commencement/shutdown. <p>For Maintenance Expert Service: Unscheduled break down maintenance service will be as per on call basis and shall be ended after 01(one) year from the date of Contract Signing or 600 man-hour whichever comes earlier..</p>					

Section 7. Technical Specifications

7.0 Description of Plant

Rural Power Company Ltd has 52.194MW Dual Fuel power plant at Gazipu. The Power Plant was commissioned on 12.07.2012. It has 06 identical wartsila engine. The description of the unit is given below:

Detail Specification of Engine and Generator :

Engine :Manufacturer: Wartsila, Finland, Type & Configuration: V Engine, 20 Cylinder

Model: W20V 32, Base Load: 8924 KW, Rated Speed: 750 rpm.

Generator: Manufacturer: ABB, Finland, Type: AMG 1120MP08 DSE Synchronous, Three Phase, Brushless salient pole type, KVA rating: 11.155 KVA, Power factor :0.8

Max leading & lagging KVAR capability :95000

7.1 Scope of Supply, Works & Services

The scope of the Tender comprises with supply of Goods (Spare parts for Safety and Schedule Maintenance), 36K Schedule Maintenance Service of 06 nos of the Engines and Unscheduled Maintenance Service of the Gazipur 52.194 MW Power Plant.

7.1.1 Supply of Different types of Spare Parts:

Sl. No.	Description of item	Tech. Spec. / Parts No.	Unit	Req. Quantity
Spare parts for Safety & Schedule Maintenance for Engines				
1	Anti-polishing ring	100003	Pcs	46
2	O-ring	100023	Pcs	87
3	O-ring	100113	Pcs	41
4	Main bearing kit	100342	Pcs	21
5	Screw	107003	Pcs	2
6	O-ring	107009	Pcs	20
7	O-ring	107096	Pcs	3
8	O-ring	107319	Pcs	2
9	O-ring	107332	Pcs	1
10	O-ring	107333	Pcs	4
11	O-ring 142.47*3.53	107336	Pcs	1
12	O-ring	107337	Pcs	3
13	O-ring	107431	Pcs	2
14	Spare part set for damper D 90_45	110079	Pcs	2
15	Gudgeon pin bearing bush	111002	Pcs	23
16	Connecting Rod lower part, version: 0046, engine serial no:PAAE210526-31	111010	Pcs	1
17	Big end bearing kit	111016	Pcs	41



18	Piston crown (Engine Model : W20V32GD, serial No: PAAE210526-31)	113003	Pcs	11
19	Gudgeon Pin (centre bore dia 40 mm, bulletin no.: 3211P286)	113010	Pcs	1
20	Piston skirt	113011	Pcs	1
21	Piston ring set	113012	Pcs	41
22	Screw (Engine S/N: PAAE210526-31), wartsila technical bulletin No: WS11T301	113031	Pcs	40
23	Screw	120002	Pcs	3
24	Valve guide	120013	Pcs	58
25	Sealing set for cylinder head replacement	120015	Pcs	53
26	Seat ring for inlet valve, Version: 0006, Engine sl no: PAAE210526-31	120021	Pcs	39
27	Seat ring for outlet valve	120022	Pcs	150
28	Seat ring for outlet valve + 1mm	120022	Pcs	55
29	pipe	120029	Pcs	1
30	Screw	120033	Pcs	1
31	Nut	120034	Pcs	2
32	Sealing set for cylinder head overhaul	120054	Pcs	42
33	Rotocap	121003	Pcs	18
34	Exhaust valve	121006	Pcs	69
35	Inlet valve	121012	Pcs	31
36	Cylinder head indicator valve	125011	Pcs	8
37	O-ring 227.97*5.33	131006	Pcs	8
38	Thrust Bearing bush, Engine Sl No: PAAE210526-31, Bulletin no: WS13P444, Dated: 04/04/2020	131026	Pcs	11
39	O-ring 17.12*2.62	131027	Pcs	1
40	Hex sock H cap screw M12X 35	131065	Pcs	8
41	O-ring 278.77*5.33	131071	Pcs	7
42	O-ring 17.12*2.62	131073	Pcs	6
43	Valve Tappet Roller	145009	Pcs	10
44	Roller pin	145010	Pcs	16
45	O-ring	145019	Pcs	43
46	Washer	145025	Pcs	6
47	Screw	148006	Pcs	8
48	O-ring	156161	Pcs	46
49	Roller pin	161003	Pcs	10
50	Tappet Roller	161004	Pcs	9
51	Washer	161008	Pcs	2
52	Sealing set	161021	Pcs	29
53	Injection pump	165001	Pcs	2



54	spring plate	165011	Pcs	20
55	Pump element	165023	Pcs	31
56	Fuel rack Set contains: 165037-0008 Fuel rack 1PC/Set total 48 PC 165029-0006 Regulating sleeve 1PC/Set total 48 PC	165037	Pcs	48
57	Screw	165057	Pcs	17
58	push rod of high pressure pump	165066	Pcs	2
59	Spring	165077	Pcs	29
60	Sealing set	165080	Pcs	64
61	Plug for FIP	165085	Pcs	45
62	Sealing ring for FIP	165086	Pcs	61
63	Injection pipe	167012	Pcs	2
64	Injection valve push rod	167013	Pcs	4
65	Injection valve spring	167014	Pcs	8
66	Nozzle Nut	167017	Pcs	10
67	O-ring for high pressure pipe	167054	Pcs	72
68	O-ring for high pressure pipe	167056	Pcs	75
69	Gasket	181076	Pcs	2
70	Clamping Ring	181292	Pcs	2
71	Sealing set	182062	Pcs	3
72	Service kit	183087	Pcs	27
73	Screw	191006	Pcs	2
74	Bearing	191012	Pcs	4
75	Bearing	191013	Pcs	4
76	Pair of friction ring	191017	Pcs	6
77	Sealing set	191051	Pcs	4
78	Water pump shaft	191056	Pcs	2
79	Sealing ring	200028	Pcs	22
80	Gasket	200029	Pcs	113
81	Bellows	200079	Pcs	22
82	Seal ring	200080	Pcs	8
83	O-ring	211017	Pcs	22
84	Bearing bush	213020	Pcs	7
85	Gasket	217003	Pcs	4
86	Seal	217012	Pcs	2
87	Gasket	218134	Pcs	2
88	O-ring for Governor drive	223005	Pcs	4
89	Pair of friction ring	223007	Pcs	3
90	Bearing Engine SL No.: PAAE210526-31, Bulletin no:WS13P444,Dated:04/04/2020	223019	Pcs	8
91	O ring 354.97*5.33	223020	Pcs	8

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92	O ring 17.12*2.62	223021	Pcs	16
93	Parallel pin 8M6X16 Engine SL No.: PAAE210526-31,Bulletin no:WS13P444,Dated:04/04/2020	223137	Pcs	11
94	Bearing bush	224031	Pcs	66
95	Gasket	224050	Pcs	92
96	O-ring	228014	Pcs	156
97	O-ring	352130	Pcs	3
98	O-ring	352137	Pcs	1
99	O-ring	352192	Pcs	19
100	O-ring	352193	Pcs	19
101	Pipe Union	352226	Pcs	2
102	O-ring	352402	Pcs	16
103	O-ring	352403	Pcs	19
104	O-ring	352471	Pcs	8
105	O-ring	352476	Pcs	2
106	Support ring 150/141.3*1.7	352477	Pcs	4
107	Guide ring	352478	Pcs	2
108	O-ring	352615	Pcs	1
109	O-ring	352617	Pcs	1
110	O-ring	352620	Pcs	4
111	O-ring	352629	Pcs	1
112	O-ring	352631	Pcs	4
113	O-ring	352637	Pcs	1
114	O-ring	352638	Pcs	1
115	O-ring	352714	Pcs	1
116	O-ring 99.1*5.7	355378	Pcs	82
117	Pipe	357046	Pcs	1
118	Pipe	357047	Pcs	1
119	Pipe	357514	Pcs	1
120	Pipe	357515	Pcs	1
121	flexible hose	358020	Pcs	1
122	Glue Compound	387010	Pcs	1
123	Glue compound(243)	387017	Pcs	7
124	Glue compound	387020	Pcs	9
125	Glue compound	387026	Pcs	4
126	Filter candle	471063	Pcs	90
127	O-ring 107.54*3.53	473116	Pcs	1
128	Sealing set	474043	Pcs	3
129	O-ring	476019	Pcs	27
130	O-ring	476022	Pcs	15
131	O-ring	476023	Pcs	16
132	O ring 14*3	507067	Pcs	260

133	O ring 22.2*3	507068	Pcs	156
134	High pressure pump flexible hose 3000mm	800056	Pcs	1
135	Bearing labyrinth Seal Sealing for Sleeve Bearing Shell Item No.: 302128/10-11 Art. No.: 200757103 Brand:RENK,Germany.	EF ZLB 28-250	Pcs	4
136	Bearing labyrinth Seal Sealing for Sleeve Bearing Shell Item No.: 302128/07-11 and 302128/10- 11 Art. No.:200350027 Brand:RENK,Germany.	EF ZLQ 28-250 and EF ZLB 28-250	Pcs	8
137	tube for coupling (trailing). Drg no:3584438, Renold Hitech Coupling, GS658.5 coupling,	10021471	Pcs	120
138	Rubber Element Drg no:3584441, Renold Hitech Coupling, GS658.5 coupling,	10021472	Pcs	18
139	Flexible hose, LT-water air vent	FH454	Pcs	1
140	Loctite 275	Loctite 275, 250 ml tube	Pcs	4
141	Loose Oil Ring, Oil Lub Ring. Item No.: 302128/07-11 and 302128/10- 11 Art. No.:200729799 Brand:RENK,Germany.	EF ZLQ 28-250 and EF ZLB 28-250	Pcs	2
142	Bush	471559	Pcs	2
143	Measuring tool for piston support surfaces, version:0002, Engine SL No:PAAE210526-31, Bulletin No:WS11Q033, Dated:08/09/2020	848062	Pcs	1
144	Hydraulic Jack	100082	Pcs	2
145	water jacket	100115	Pcs	1
146	Cover for camshaft	107025	Pcs	1
147	Bend	107326	Pcs	1
148	Cylinder head cover	107356	Pcs	2
149	Cylinder head cover	107363	Pcs	2
150	Cylinder head cover	107525	Pcs	2
151	Parallel pin 8M6X20, Engine SL No.: PAAE210526-31, Bulletin no:WS13P444, Dated:04/04/2020	131070	Pcs	30
152	Bearing Cover,, Engine SL No.: PAAE210526-31, Bulletin no:WS13P444, Dated:04/04/2020	131078	Pcs	6
153	Bellows	156026	Pcs	7
154	Pin, Engine SL No.: PAAE210526- 31, Bulletin no:WS13P444, Dated:04/04/2020	223018	Pcs	12



155	Glue Compound	387025	Pcs	11
156	gasket	507074	Pcs	7
157	gasket	507077	Pcs	6
158	Speed pick up	ST173	Pcs	5
159	Pressure transmitter	PT 471	Pcs	5
160	Solenoid valve,start	CV321	Pcs	2
161	Illuminated selector switch	ILLUMINATED SELECT	Pcs	6
162	Pressure transmitter	PT301	Pcs	5
163	Positioner	HT 3-way valve positioner	Pcs	4
164	actuator	Actuator Service Kit	Pcs	5
165	Converter	I/P Converter (V00)	Pcs	2
166	Needle valve PG206STX00	Solenoid Valve, Mixing tube emptying	Pcs	4
167	O-ring		Pcs	2
168	Heagon head screw		Pcs	2
169	Hood	42002	Pcs	4
170	Shim	111015	Pcs	12
171	O-ring for LO thermostatic valve	183005	Pcs	27
172	Screw	200009	Pcs	1471
173	Nut	200011	Pcs	1471
174	Starting air distributor bush	211006	Pcs	11
175	Slide	211007	Pcs	11
176	Spring	211008	Pcs	10
177	Spare part set	220395	Pcs	3
178	Governor Drive Housing	223015	Pcs	6
179	Booster servomotor	223027	Pcs	1
180	Thrust Bearing	223147	Pcs	6
181	Charge air cooler	476001	Pcs	1
182	Sealing ring	110023	Pcs	2
183	Streacher	110025	Pcs	16
184	Screw	110026	Pcs	28
185	Clamping band	110077	Pcs	2
186	Clamping screw	110078	Pcs	2
187	Screw	107047	Pcs	32
188	Screw	107406	Pcs	4
189	Sealing ring	107405	Pcs	4
190	O-ring	107414	Pcs	4
191	O-ring	107416	Pcs	4
192	O-ring	107516	Pcs	4
193	Clamping band		Pcs	10
194	Clamping screw		Pcs	2
Spare parts for HFO (Model: OSE 80-0136-067/50), Serial No:9056-649 and LO Separator. (Model:				

OSE 20-0196-067/15), Serial no:9056-443

195.	Guide Tape	0004-1592-810	Pcs	3
196.	Piston Guide Ring	0004-3273-810	Pcs	6
197.	Set of neck bearing spring	0006-4389-090	Pcs	2
198.	Gasket	0007-1732-720	Pcs	4
199.	Gasket	0007-1812-830	Pcs	3
200.	Gasket	0007-2035-750	Pcs	3
201.	Gasket	0007-2170-750	Pcs	1
202.	Gasket	0007-2300-750	Pcs	3
203.	Gasket	0007-2692-720	Pcs	14
204.	Gasket	0007-2929-750	Pcs	4
205.	Gasket	0007-2941-750	Pcs	3
206.	Gasket	0007-3169-750	Pcs	5
207.	Gasket	0007-3286-390	Pcs	4
208.	Gasket	0007-3750-910	Pcs	4
209.	Gasket	0007-3751-840	Pcs	4
210.	Gasket	0007-3795-760	Pcs	5
211.	Gasket	0007-3796-720	Pcs	9
212.	Gasket	0007-3916-830	Pcs	3
213.	Angular Contact Ball Bearing	0011-7307-110	Pcs	4
214.	Ball valve	0018-1763-630	Pcs	1
215.	3/2-way piston valve	0018-8091-000	Pcs	1
216.	Control valve	0018-8158-220	Pcs	1
217.	Ball valve	0018-8366-000	Pcs	1
218.	ALLEN SCREW	0019-6142-400	Pcs	3
219.	Hexhead Screw	0019-6941-150	Pcs	1
220.	Brake Lining	0021-3301-980	Pcs	3
221.	Machine Foot	0021-3309-750	Pcs	8
222.	Set of spare parts for drive-8000hrs	2060-9902-130	Pcs	1
223.	Centripetal pump complete	2062-2213-000	Pcs	1
224.	Spindle Cap	2062-3266-000	Pcs	1
225.	Set of spare parts for bowl and hood	2062-9902-000	Pcs	4

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

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

7.1.2 Scope of work of 36K schedule maintenance:

The designated, authorized and certified Engine maker's engineer & technician must accomplish 36K Scheduled maintenance services as per OEM Guidline. Major overhauling/maintenance works at 36000Hrs for Gazipur 52.194MW Power Plant shall be performed by authorized engineer & technician of Engine maker as per scope but not limited stated as below-



Scope of work of 36K schedule maintenance of Engine #1,2,3,4,5 and 6

Job No	Job Description	
	Engine	
1	Crankshaft	a) Check the crankshaft alignment. The check must be performed on a warm engine
		b) Check the axial clearance of the thrust bearing. Replace if necessary
2	Governor driving gear	Dismantle and Inspect governor driving gear Replace parts if necessary
3	HT-water pump	Dismantle and check Replace worn parts
4	HT-water pump driving gear	Inspect LT-water pump driving gear. Replace parts if necessary.
5	HT-water thermostatic valve	Dismantle, Inspect and clean thermostatic elements, valve cone casings and O-rings
6	LT-water pump	Dismantle & check. Replace worn parts
7	LT-water pump driving gear	Inspect LT-water pump driving gear. Replace parts if necessary.
8	LT-water thermostatic valve	Dismantle inspect & clean thermostatic elements, valve cone-casings and O-rings.
9	Lubricating oil pump	Dismantle & Inspect the Main lubricating oil pump. Replace parts if necessary
10	Lubricating oil pump driving gear	Dismantle & Inspect lubricating oil pump driving gear Replace parts if necessary.
11	Oil thermostatic valve	Inspect & Clean the thermostatic element, valve cone-casing and O- rings. Replace if necessary
12	Pre lubricating oil pump	Dismantle & Inspect the pre-lubricating oil pump Replace parts if necessary.
13	Lubricating oil cooler	Remove from engine clean and pressure test. Replace parts if necessary
14	Connecting rods	a) Replace the big end bearing
		b) Inspect the mating surface serrations
		c) Measure the big end bore.
		d) Inspect the small end bearings
		e) Replace if necessary
15	Cylinder heads	a) Overhaul of cylinder head
		b) Dismantle and clean the underside, inlet and exhaust valves and ports.
		c) Inspect cooling spaces and clean if necessary.
		d) Grind the valves & valve seat if necessary.
		e) Inspect the valve rotators.
		f) Check rocker arms.
		g) Replace the O-rings in the valve guides.
		h) Check the starting valves in the cylinder head and Replace parts if necessary.
		i) Replace the O-rings at bottom of cylinder head screws. Mount the screw and tighten to specified torque.
		j) Check starting valves in cylinder head. Replace parts if

		necessary
16	Valve mechanisms	a) Dismantle and inspect rocker arms, Yoke and valve tappets. Replace parts if necessary b) Check & adjust valve clearance
17	Fuel injection pump	a) Clean and inspect the injection pumps. b) Replace worn parts. c) Replace the erosion plugs d) Overhaul of the injection pump guide block. e) Dismantle and Check the tappets. f) Replace worn and damaged parts if necessary. g) Overhaul of electro-pneumatic over speed trip device cylinder on the injection pump. h) Replace worn parts. i) Replace the sealing and O-ring. j) Fuel injection timing is needed to be adjusted.
18	Injection valves	Test the opening pressure. Dismantle and clean the nozzles. Check the effective needle lift. Check the springs. Replace the O rings. Check the nozzle condition in a test pump. Overhaul & pressure adjustment. Replace parts if required
19	Cylinder liners	Measure the bore, replace liner if wear limits are exceeded. Hone the liners. Renew the anti-polishing ring.
20	Pistons	a) Dismantle the composite pistons and inspect the mating surfaces between the piston skirt and piston crown. Clean & Test for cracks. b) inspect and clear oil spaces c) Fit new bolts d) Pull, inspect and clean the pistons and piston rings. e) Check the height of the ring grooves (the height clearance of the rings). f) Check the retainer rings of the gudgeon pins. g) Replace a complete set of piston rings. h) Renew the anti-polishing ring i) Note the running-in programme
21	Engine fastening bolts	Check tightness of engine fastening bolts. Retighten if necessary
22	Flexible coupling	Dismantle and Check the flexible coupling. Replace parts if necessary. Check coupling alignment & Realign if necessary
23	Starting air distributor	Dismantle. Clean & Inspect starting air distributor. Replace worn parts
24	Starting fuel limiter	Check & adjust the starting fuel limiter.
25	Camshaft and Camshaft driving Gear	a) Dismantle Inspect the intermediate gears and camshaft bearings b) Measure backlash & bearing clearances c) Replace parts if necessary d) Check the contact faces of the cams and tappet rollers. Check that the rollers rotate. Rotate the engine with the turning gear. e) Check and adjustment of valve timing.



26	Control mechanism	Check for wear in all connecting links between the governor and all injection pumps. Replace parts & adjust if required.
27	Lifter for fuel pump	Overhaul of injection pump guide block
28	Main bearing	a) Inspect main bearing. Replace if necessary
		b) Perform the inspection according to the type of the bearing
		c) Check the functioning of the hydraulic jack
		d) Replace the O-rings in the hydraulic jack.
29	Exhaust Manifold/multiduct	a) Dismantle Clean and Check all the expansion bellows and ducts
		b) Replace if necessary.
30	Vibration Damper (Geislinger)	Check the vibration damper.
		Dismount damper ,separate damper inner member from damper outer member.
		Clean all parts, especially oil supply - and venting holes
		Replace all accessible rubber seal rings
		Replace all disc springs and lock washers of the dismantled bolts
		Check the permissible wear
		Disassemble damper outer member, service or replacement of spring packs and inner star
Parts which are exposed to wear may have to be refurbished or exchanged if required		
31	Booster servomotor	General overhaul. Replace worn parts.
	Other works	
32	Turbocharger	As per OEM guidelines (if required) including 50 Hrs Maintenance after inspection
		a) Inspect the turbocharger & Clean it mechanically.
		b) Inspect the nozzle ring, turbine diffuser/cover ring, the gas inlet/outlet casings and replace if necessary
		c) Inspect and replace the bearings if necessary
		d) Other works as per OEM guideline.
32	Governor	Overhauling & calibration
Additional Work of DG#06		
34	Crankshaft	Lube oil leakage rectification at flywheel side End Cover. Suspecting oil leaking from V seal.

- Maintenance work should carried out in not less than 2 shift per day.
- After completion of 36K schedule maintenance, The contractor shall submit a details completion report on each generating unit.
- After completion of the each engine 36K hrs scheduled maintenance work, the said engine must run minimum 24 hours continuous operation at different loads including 6 hours full load without any trouble as Commercial operation, for reliability test of the works of said engine in presence of PAC committee of RPCL. Consignee of RPCL.
- Maintenance report prior and after Maintenance to be submitted.



7.2 Scope of Work for L4 Schedule maintenance of Alternators:

Alternator Type: AMG 1120MP08 DSE, Ratings: 11155KVA, 11KV,750RPM, 8 Poles , Made by: ABB , Finland)

L4 maintenance (Overhauling) will be conducted on the 6 (six) nos. alternators of the power plant. The works have to be conducted under supervision of ABB or ABB Authorized Engineers. There must be at least the following personnel from ABB –

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

The followings are the scope of works for the:

A) General construction:

- a) Visual checking, Testing and measurement Starting , shutdown, vibration measurement, no-load point.
- b) Visual checking, Testing and measurement, Disassembling and assembling Mounting and foundation.
- c) Visual checking Exterior.
- d) Visual checking, Testing and measurement Fastenings.
- e) Visual checking, Testing and measurement of Anchor bolts.

B) High voltage connection:

- a) Visual checking, Testing and measurement Disassembling and assembling of High voltage cabling.
- b) Visual checking, Testing and measurement, Disassembling and assembling of High voltage connections.
- c) Visual checking Terminal box accessories.
- d) Visual checking Cable transits.

C) Stator and rotor:

- a) Visual checking and Cleaning Stator core.
- b) Remove stator from the unit assembly keeping rotor coupled with the engine. After completion of the necessary cleaning and tests Reinstallation of stator, bearings, filters, exciter etc, in position and make the unit ready for operation
- c) Visual checking, Testing and measurement, Cleaning Stator and rotor windings insulation by dry ice (Co2)
- d) After overhauling conduct Electrical tests on stator like- winding resistance, Insulation resistance, PI, Hi-pot etc.
- e) After overhauling conduct electrical tests on rotor like-winding resistance, insulation resistance, impedance measurement etc.
- f) Conduct initial electrical tests on stator and rotor like- winding resistance , insulation resistance and PI.
- g) Visual checking Stator coils over hangs.
- h) Visual checking Stator coil supports.
- i) Visual checking Stator slot wedges.
- j) Visual checking Stator terminal bars.
- l) Visual checking, Testing and measurement Stator cable terminal fastenings and crimps.



- m) Visual checking Instrumentation.
- i) Visual checking, Testing and measurement Rotor poles.
- l) Visual checking Rotor coil supports.
- m) Visual checking Rotor balancing weights.
- n) Visual checking, Testing and measurement Damper bars.
- o) Visual checking Shaft and rotor center.
- p) Visual checking, Testing and measurement, Disassembling and assembling the Air gap.
- q) Visual checking, Testing and measurement of Connections in rotor.
- r) Visual checking Earthing brushes.
- s) Visual checking, Testing and measurement of Rotor shaft insulation.

D) Excitation system, control and protection:

- a) Visual checking, Testing and measurement, Cleaning of Exciter diode bridge.
- b) Visual checking, Testing and measurement, Cleaning of Exciter semiconductors.
- c) Visual checking, Testing and measurement, Cleaning of Excitation connections
- d) Visual checking, Testing and measurement Exciter winding insulation.
- e) Visual checking, Testing and measurement, Disassembling and assembling of Exciter air gap.
- f) Visual checking, Testing and measurement of AVR unit.
- g) Visual checking, Testing and measurement of AVR board.
- h) Visual checking, Testing and measurement of PMG.
- i) Visual checking, Testing and measurement the voltage transformer (VT).
- j) Visual checking, Testing and measurement the short circuit current transformer (CT)
- k) Visual checking, Testing and measurement the Actual value CT.
- l) Visual checking, Testing and measurement the protection CTs.
- m) Visual checking, Testing and measurement Pt 100 elements (stator, cooling air, bearing)
- n) Visual checking, Testing and measurement the Anticondensation heaters.
- o) Visual checking, Testing and measurement of Auxiliary terminal boxes.
- p) Visual checking Exciter stator fixing.

E) Lubrication system and bearings:

- a) Visual checking, Testing and measurement of Bearing assembly
- b) Visual checking, Testing and measurement, Disassembling and assembling the Bearing shells.
- c) Visual checking, Testing and measurement, Disassembling and assembling the Seal and gasket
- d) Visual checking, Testing and measurement, Disassembling and assembling of Bearing insulation
- f) Visual checking, Replacement Lubrication oil.
- g) Visual checking, Replacement oil ring.

F) Cooling system:

- a) Visual checking Fan (s)
- b) Visual checking, Cleaning and replacement Filters.
- c) Visual checking & Cleaning Air ways
- g) Visual checking, Cleaning Ducts.

G) Commissioning of the alternator:

- (1) After completion of the maintenance work, the Contractor shall have to commission of the alternator. The commissioning tests have to be performed at different load of the alternator.
- (2) Measure and records electrical parameter of the alternator running at different loads.

Note: (1) All measuring and test equipment should have up-dated calibration certificate.

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



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

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

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

7.3 Unscheduled maintenance performed expert shall have following minimum criteria

Unscheduled maintenance works for Gazipur 52.194MW Power Plant shall be performed by authorized and certified engineer & technician of Engine maker.

SL	Position	Educational qualification	Professional Experience
01	Service Engineer	B. Sc engineer/Diploma in Electrical / engineering	Minimum 5 years work experience in Maintenance of "Wartsila" designed Dual fuel based HFO fired Engine Generating Power Station relevant service.
02	Superintending Engineer	B. Sc engineer/Diploma in Electrical/ engineering	Minimum 8 years work experience in Maintenance of "Wartsila" designed Dual fuel based HFO fired Engine Generating Power Station relevant service.
03	Specialist	B. Sc engineer/Diploma in Electrical / Mechanical engineering	Minimum 10 years work experience in Maintenance of "Wartsila" designed Dual fuel based HFO fired Engine Generating Power Station relevant service.

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



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Section 8. Drawings

Notes on Drawings

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

