

Memo No.27.26.0000.003.05.004.21.277

Date: 12.06.2023

Notification of Award

Contract No: Pur-018(FG/GPP52MW/OTM)/2022-23 Dated:09.04.2023

To:

Weber Power Solutions Ltd.
28/D, (1st Floor), Shegun Bagicha,
Dhaka-1000, Bangladesh

This is to notify you that your Tender dated 23/05/2023 for the supply of Goods and related Services for Procurement of Safety and Schedule Maintenance Spare Parts for Gazipur 52.194 MW Dual Fuel Power Plant for the Contract Price of Euro 2,045,000.00 + BDT 14,519,500.00 (Euro Twenty lac forty five thousand + BDT One crore forty five lac nineteen thousand five hundred) as corrected and modified in accordance with the Instructions to Tenderers, has been approved by Rural Power Company Ltd.

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 Euro 306,750.00 + BDT 2,177,925.00 (Euro Three lac six thousand seven hundred fifty + BDT Twenty one lac seventy seven thousand nine hundred twenty five), within Twenty-eight (28) days from issue of this Notification of Award but not later than 10/07/2023 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 10/07/2023, 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.

Thanking you,

mds
12/06/23
(Md. Salim Bhuiyan)
Executive Director (Engineering)

Copy to:

- 1) Managing Director, RPCL, Dhaka.
- 2) Executive Director (Finance), RPCL, Dhaka.
- 3) Chief Engineer (O&M), RPCL, Dhaka.
- 4) Superintending Engineer (Plant In-Charge), Gazipur 52.194 MW Power Plant, Kadda, Gazipur.
- 5) Office File.

Draft Contract Agreement

Contract No: Pur-018(FG/GPP52MW/OTM)/2022-23

Date:00.00.2023

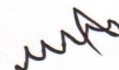
THIS AGREEMENT made the ---day of July, 2023 between **Rural Power Company Ltd**, House # 19, Road # 1/B, Sector # 09, Uttara Model Town, Dhaka-1230 (hereinafter called "the Purchaser") of the one part and **Weber Power Solutions Ltd**. 28/D, (1st Floor), Shegun Bagicha, Dhaka-1000, Bangladesh (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited Tenders for certain goods and related services, viz, Procurement of Safety and Schedule Maintenance Spare Parts for Gazipur 52.194 MW Power Plant and has accepted a Tender by the Supplier for the supply of those goods and related services in the sum of Euro 2,045,000.00 + BDT 14,519,500.00 (Euro Twenty lac forty five thousand + BDT One crore forty five lac nineteen thousand five hundred) (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.

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-:2:-


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.

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-:3:-

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		
Name	(Md Salim Dhuiyan)	(Md. Farooque Khan)
Title	Executive Director (Engineering) Rural Power Company Ltd House #19, Road #1/B, Sector # 09 Uttara Model Town, Dhaka:1230	Managing Director Weber Power Solution Ltd Weber Power Solutions Ltd. 28/D, (1st Floor), Shegun Bagicha, Dhaka-1000, Bangladesh
In the presence of Name 1		
Address	(Md. Ashraf Hossain) Chief Engineer(P&D) Rural Power Company Ltd House #19, Road #1/B, Sector # 09 Uttara Model Town, Dhaka:1230	(-----) ----- Weber Power Solution Ltd 1 st Floor, House#37, Road#11, Sector#10, Uttara, Dhaka (on behalf of Twinco Pte Ltd, No:03, Loyang Way 4, Singapore- 506956)
In the presence of Name 2		
Address	(Mohammad Asaduzzaman) Executive Engineer (P&C) Rural Power Company Ltd House #19, Road #1/B, Sector #09 Uttara Model Town, Dhaka:123	

