

**WEST ZONE POWER DISTRIBUTION CO. LTD.  
(WZPDCL)**



**TENDER DOCUMENT**

**FOR**

**Supply, Delivery, Installation, Testing and Commissioning  
of Khulna 33/11kV 2x20/26.66MVA GIS New Substation On  
Turn Key Basis**

**Under**

**Strengthening Power Distribution System Project (SPDSP)**

**(Single Stage Two Envelope)**

**(International Competitive Tendering)**

Invitation for Tender No.: 27.22.4785.700.50.040.18.1112    Date: 31.12.2018

Issued on:.....

Tender Package No.: GD14

**PROJECT DIRECTOR**

Strengthening Power Distribution System Project (SPDSP), WZPDCL

**DECEMBER 2018**

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# Section 1. Instructions to Tenderers

## A. General

- 1. Scope of Tender**
- 1.1 The Employer, as indicated in the Tender Data Sheet (TDS) issues this Tender Document for the procurement of Plant & Machineries Supply and Installation services (Goods, Works and associated services) incidental thereto as specified in the TDS and as detailed in **Section 6: Scope of Plant & Machineries Supply and Installation services (Goods, Works and associated services) and Bill of Quantities (BOQ)**. The name of the Tender and the number and identification of its constituent lot(s) are stated in the TDS.
- 1.2 The successful Tenderer shall be required to execute the Plant & Machineries Supply and Installation services (Goods, Works and associated services) as specified in the General Conditions of Contract.
- 2. Interpretation** 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;
  - (c) **“day”** means calendar days unless otherwise specified as working days;
  - (d) **“Tender Document”** means the Document provided by a Employer to a Tenderer as a basis for preparation of the Tender; and
  - (e) **“Tender”** depending on the context, means a Tender submitted by a Tenderer for execution of Works and Physical Services to the Employer in response to an Invitation for Tender.
- 3. Source of Funds**
- 3.1 The Employer has been allocated **‘public funds’** 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 the Employer under Government budget, or loan, grants and credits placed at the disposal of the Employer through the Government by the Development Partners or foreign states or organisations.
- 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 or foreign state or organisation 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**
- 4.1 The Government requires that Employer, as well as Tenderers and Contractors shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of



## Coercive Practices

Contracts under public funds.

- 4.2 The Government requires that Employer, as well as Tenderers and Contractors 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;
  - (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 nor any other agents nor intermediaries working on its behalf engages in any such practice as detailed in ITT Sub Clause 4.2(b).
- 4.3 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the Employer, 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 decision 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 Tenderers and the Employer related to matters of alleged fraud or corruption shall be in writing.
- 4.4 If corrupt, fraudulent, collusive or coercive practices of any kind is determined by the Employer against any Tenderer alleged to have carried out such practices, the Employer 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.
- 4.5 Tenderers 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.
- 4.6 For the purposes of ITT Sub-clause 4.2 the terms set forth as bellows:
- (a) **corrupt practice** means offering, giving or promising to give, receiving, or soliciting, either directly or indirectly, to any officer or employee of a Employer 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 Employer 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 Employer, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non competitive levels, thereby denying a Employer the benefits of competitive price arising from genuine and open competition; or
- (b) (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.

## 5. Eligible Tenderers

- 5.1 This Invitation for Tenders is open only 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 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.
- 5.3 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer will reasonably request.
- 5.4 Tenderers' requirements for eligibility will extend, as applicable, to each JV partner and Specialist Subcontractor proposed by the Tenderer.
- 5.5 Tenderer may be a physical or juridical individual or body of individuals, or company, association or any combination of them in the form of a Joint Venture, Consortium or Association (JVCA) invited to take part in public procurement or seeking to be so invited or submitting a Tender in response to an Invitation for Tender.
- 5.6 Tenderers should not be associated, or have been associated in the past, directly, or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for preparation of the design, specifications, and other documents to be used for the procurement of Goods to be purchased under this Invitation for Tenders.
- 5.7 A Government-owned enterprise in Bangladesh shall be eligible to participate in the Tender process if it is legally and financially autonomous, it operates under commercial law, and it is not a dependent agency of the Employer.
- 5.8 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest pursuant to Rule 55 of the Public Procurement Rules, 2008.
- 5.9 Tenderers in its own name or its other names or also in the case of its Persons in different names shall not be under a declaration of

ineligibility for corrupt, fraudulent, collusive or coercive practices as stated under ITT Sub Clause 4.4.

- 5.10 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.
- 5.11 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.
- 5.12 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.

**6. Eligible Goods, Works and Associated Services**

- 6.1 All Goods, Works and associated services to be supplied under the Contract are from eligible sources, 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 “Works” includes all civil & building construction and “associated services” includes services such as insurance, transportation, installation, testing and commissioning, training, inspection and initial maintenance.
- 6.3 For the purposes of this Clause, “**origin**” means the place where the Goods, are mined, grown, cultivated, produced or manufactured or processed, or through manufacturing, processing, or assembly, another commercially recognized new product results that differs substantially in its basic characteristics from its components or the place from which the associated services are supplied.

**7. Site Visit**

- 7.1 Tenderers are advised to visit and examine the Site Plant & Machineries Supply and Installation services and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for Plant & Machineries Supply and Installation services (Goods, Works and associated services).
- 7.2 Tenderers and any of its personnel or agents will be granted permission by the Employer to enter into its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 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 Scope of Plant & Machineries Supply and Installation services (Goods, Works and associated services) and Bill of Quantities (BOQ).
- Section 7 Technical Specifications
- Section 8 Guaranteed Technical Particulars
- Section 9 Drawings

8.2 The Employer will not take into consideration any Tender if the Tender Document was not directly purchased from or issued by, the Employer, or through its agent(s) as stated in the TDS.

8.3 Tenderers are expected to examine all instructions, forms, terms, and specifications in the Tender Document as well as in Addendum to Tender, if any.

### 9. Clarification of Tender Document

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

9.2 The Employer is not obliged to answer any clarification request received after that date as stated under ITT Sub Clause 9.1.

9.3 The Employer shall respond in writing within fourteen (14) working days of receipt of any such request for clarification received under ITT Sub Clause 9.1.

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

9.5 Should the Employer deem it necessary to revise the Tender Document as a result of a clarification, it will do so following the procedure under ITT Clause 11 and ITT Sub Clause 38.2.

### 10. Pre-Tender Meeting

10.1 To clarify issues and to answer questions on any matter arising in the Tender Document, the Employer 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 and invited 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 seven (7) days of holding the meeting to all those who purchased or obtained the Tender Document and, to even those who did not attend the meeting. 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 will be made by the Employer exclusively through the issue of an Addendum pursuant to ITT Sub Clause 11 and not through the minutes of the Pre-Tender meeting.

10.3 Non-attendance at the Pre-Tender meeting will not be a cause for

disqualification of a Tenderer.

**11. Addendum to Tender Document**

- 11.1 At any time prior to the deadline for submission of Tenders, the Employer, on its own initiative or in response to an inquiry 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.
- 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 must be circulated by fax/mail or e-mail, to Tenderers who have purchased or been issued with the Tender Documents within five (5) working days of issuance of such Addendum, to enable Tenderers to take appropriate action.
- 11.3 Tenderers shall acknowledge receipt of an Addendum within three (3) working days.
- 11.4 The Employer shall also ensure posting of the relevant Addenda with the reference number and date on their websites including notice boards, where the Employer had originally posted the IFTs.
- 11.5 Tenderers who have purchased or been issued with the Tender Documents and, have not received any Addenda issued under ITT Sub Clause 11.1 shall inform the Employer of the fact by fax, mail before **two- third** of the time allowed for the submission of Tender has elapsed.
- 11.6 To give prospective Tenderers a reasonable time in which to take an Addendum into account in preparing its Tender, the Employer may, at its discretion, extend the deadline for the submission of Tenders as stated under ITT Sub Clause 38.2.
- 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 Employer 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. Qualification (General)**

- 12.1 Tenderers shall be able to abide by the professional and ethical standards set out in Section 64 of the Public Procurement Act, 2006 and Rule 127 of the Public Procurement Rules, 2008.
- 12.2 The Employer requires the Tenderers to be qualified by meeting predefined, precise minimum requirements, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as disqualified.
- 12.3 In addition to meeting the eligibility criteria, as stated under ITT Clause 5, the Tenderer shall satisfy the other criteria as stated under ITT Clauses 12 to 14 inclusive.
- 12.4 Tenderers, with regard to professional and technical capacity to execute Goods, Works and associated services they are participating for, shall possess:
  - (i) the professional and technical qualifications;
  - (ii) managerial capability;

- (iii) satisfactory reputation for diligent and non-problematic performance of contracts; and
  - (iv) appropriate personnel required to perform the contract; both in terms of numbers and skills.
- 12.5 To qualify for a multiple number of lots in a package for which Tenders are invited in the Invitation for Tender, the Tenderer shall demonstrate having requirements and resources sufficient to meet the aggregate of the qualifying criteria for individual lots.
- 12.6 The requirements of general experience as stated under ITT Sub Clause **12.10 (a)** and specific experience under ITT Sub Clause **12.10 (b)** shall not be separately applicable for each individual lot.

**Qualification  
(Litigation History)**

12.7 Non-performance of a contract shall not occur within the last years as specified in the **TDS**, prior to the deadline for Tender submission based on all information on fully settled disputes or litigation. For the purpose, a fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract and where all appeal instances have been exhausted. The Tenderer shall provide updated information on any assessed aspects including **litigation history** in Tenderer Information (**PW5-2 & PW5-12**).

12.8 All pending litigation shall in total not represent more than the percentage, as specified in the **TDS**, of the Tenderer's net worth and shall be treated as resolved against the Tenderer.

**Qualification (JVCA  
Capacity)**

12.9 For a Joint Venture under ITT Sub Clause 13.1, the precise minimum requirements of Leading Partner and other partners shall be as specified in the **TDS**.

**Qualification  
(Experience Criteria)**

12.10 Tenderers shall have the following minimum level of experience to qualify for participation in the Tender and if successful, the performance of the Works under the Contract:

- (a) a minimum number of years of general experience in the construction of works as Prime Contractor or Subcontractor or Management Contractor as specified in the **TDS**; and
- (b) a minimum number of years of specific experience as a Prime Contractor or Subcontractor or Management Contractor in construction works of a nature, complexity and methods/construction technology similar to the proposed Goods, Works and associated services in at least a number of contracts over the period, as specified in the **TDS**; and
- (c) satisfactory completion of similar works of a minimum value under a single or multiple numbers of contracts over a period, as specified in the **TDS**.

**Qualification  
(Financial Criteria)**

12.11 Tenderers shall have the following minimum level of financial capacity to qualify for participation in the Tender and if successful, the performance of the Works under the Contract.

- (a) the average annual **construction** turnover as specified in the **TDS** during the period specified in the **TDS**; and

- (b) the minimum Tender capacity as specified in the TDS;
- (c) availability of minimum liquid assets or working capital or credit facilities from a Bank, as specified in the TDS.

**Qualification  
(Personnel Capacity  
Criteria)**

- 12.12 Tenderer shall have the following minimum level of personnel capacity to qualify for participation in the Tender and the performance of the Works under the Contract:
- (a) a Construction Project Manager with qualifications and experience as specified in the TDS;
  - (b) the minimum number of Engineers with qualifications and experience as specified in the TDS; and
  - (c) other key staff with qualifications and experience as specified in the TDS.

**Qualification  
(Equipment Capacity  
Criteria)**

- 12.13 Tenderers shall own suitable equipment and other physical facilities or have proven access through contractual arrangement to hire or lease such equipment or facilities for the desired period, where necessary or have assured access through lease, hire, or other such method, of the essential equipment, in full working order, as specified in the TDS.

**13. Joint Venture,  
Consortium or  
Association (JVCA)**

- 13.1 Tenderers may participate in the Tender process and subsequent procurement proceedings by forming a Joint Venture, Consortium or Associations (JVCA) or alternately with the intent to enter into such an agreement supported by a Letter of Intent along with the proposed agreement.
- 13.2 The JV agreement, indicating at least the parts of the Goods, Works and associated services to be executed by the respective partners, shall be legally entered into case-by-case in the Tenderer's Leading Partner's country of origin, as specified in the TDS, duly signed by all legally authorised representatives of the Persons who are parties to such agreement. Percentage (%) stake of individual partners in the JVCA must mentioned in the JVCA Agreement.
- 13.3 Tenderers, as an alternate to ITT Sub Clause 13.3, may intend to enter into a JV agreement case-by-case in the form of a Letter of Intent along with the proposed agreement, indicating at least the parts of the Works Goods and associated services to be executed by the respective partners, duly signed by all partners of the intended JV and authenticated by an authority of the Tenderer's Leading Partner's country of origin, as stated in the TDS, with the declaration that the partners will execute the Joint Venture agreement in the event the Tenderer , in the Tender.
- 13.4 For a Joint Venture under ITT Sub Clause 13.1, the precise minimum qualification requirements of Leading Partner and other partners shall be as specified in the TDS.
- 13.5 In cases where a JV partner's, personnel capacity, equipment capacity and financial capacity individually fulfils the precise minimum qualifying requirement of that particular component as specified, capacities of such partner(s) in the JV will be combined together for summation to determine the total precise minimum qualifying requirements criterion of that JV as stated under ITT Sub

Clause 13.5.

- 13.6 Each partner of the JV shall be jointly and severally liable for the execution of the Contract, all liabilities and ethical and legal obligations in accordance with the Contract terms.
- 13.7 The JV shall nominate a Representative (partner-in-charge) who shall have the authority to conduct all business for and on behalf of any and all the partners of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution including the receipt of payments for and on behalf of the JV.
- 13.8 The composition or the constitution of a JV formed, assessed, and Tender, shall not be allowed to be altered prior to signing of the Contract.
- 13.9 Alteration of partners to the composition or constitution at a date later than the signing of the Contract during execution shall be allowed by the Employer only when any of such partners is found to be incompetent or has serious difficulties which may impact the overall implementation of the proposed Works, where the incoming partner shall require to have qualifications higher than that of the outgoing partner.
- 13.10 Each partner of the JV shall complete the JV Partner Information (**Form PW5-3**) for submission with the Tender.

**14. Subcontractor (s)**

- 14.1 Tenderers may intend to subcontract an activity or part of the Goods and associated services to a Specialist Subcontractor, in which case such elements and the proposed Subcontractor shall be clearly identified and its qualifications supported by documents.
- 14.2 A Specialist Subcontractor may participate in more than one Tender, but only in that capacity.
- 14.3 The Employer may require Tenderers to provide more information about their subcontracting arrangements. If any Specialist Subcontractor is found ineligible or unsuitable to carry out the subcontracted tasks, the Employer may request the Tenderer to propose an acceptable substitute.
- 14.4 The Employer may also select in advance Nominated Subcontractor(s) to execute certain specific components of the Works and if so, those will be specified in the TDS. In that case the successful Tenderer shall under no circumstances assign the Works or any part of it to the Subcontractor(s).
- 14.5 Each Specialist Subcontractor must comply with the provision of ITT Clause 5. For this purpose Tenderer shall complete the Subcontractor's information in Form (**Form PW5-4**) for submission with Tender.
- 14.6 All subcontracting arrangement must be disclosed at the time of Tendering, and subcontractors must be identified in the Tender submitted by Tenderer.

**15. Domestic Preference**

- 15.1 If so specified in the TDS, a national Tenderer including Joint Venture comprising only national partners shall qualify for a percentage margin of '**domestic preference**' provided the conditions set out in ITT Sub Clause 15.2 are fully met.



- 15.2 The requirements of a national Tenderer to qualify for ‘**domestic preference**’ shall be :
- (a) for an individual firm
- (i) it is registered within Bangladesh
  - (ii) it has more than fifty (50) percent ownership by the nationals of Bangladesh
  - (iii) it does not subcontract more than twenty (20) percent of the Tender price, excluding provisional sums, to foreign contractors.
  - (iv) it meets any other requirements specified in this document
- (b) for a Joint Venture
- (i) it is registered in Bangladesh
  - (ii) the individual partners are registered in Bangladesh and have more than 50 percent ownership by the nationals of Bangladesh.
  - (iii) it does not sub-contract more than twenty(20) percent of the Tender price, excluding the provisional sums, to foreign contractors
  - (iv) it meets any other requirements specified in this document.
- 15.3 The national Tenderer qualifying for ‘**domestic preference**’, as stated under ITT Sub Clause 15.2, shall receive a margin of fifteen percent (15%) domestic preference to Goods manufactured in Bangladesh under the condition set out in ITT Sub-Clause 15.4 and a seven and half (7.5) percent margin for locally incurred associated services of preference only in the evaluation of its Tender(s) while comparing the same with those of other Tenderers.
- 15.4 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.

## **D. Tender Preparation**

- |  |   |
|--|---|
| <b>16.Only One Tender</b>                      | 16.1 Tenderers shall submit only one (1) Tender for each lot, either individually or as a JV. The Tenderer who submits or participates in more than one (1) Tender in one (1) lot will cause all the Tenders of that particular Tenderer to be considered non-responsive. |
| <b>17.Cost of Tendering</b>                    | 17.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.                                     |
| <b>18.Issuance and Sale of Tender Document</b> | 18.1 The Employer shall make Tender Documents to the Tenderers, to purchase at the corresponding price by the date the advertisement has been published in the newspaper.   |

- 18.2 Full contact details, with mailing address, telephone and facsimile numbers and electronic mail address, as applicable, of those to whom the Tender Documents have been issued shall be recorded with a reference number by the Employer or its agents.
- 18.3 There shall not be any pre-conditions whatsoever, for sale or issuance of Tender Documents and, the sale or issuance of such Document shall be permitted up to the day prior to the day of deadline for the submission of Tender.
- 18.4 Tender Document posted in the designated website may also be used by the Tenderer for submission of Tenders, if so permitted by the Employer and specified in the TDS.

#### 19. Language of Tender

- 19.1 The Tender shall be written in the English language. Correspondences and documents relating to the Tender may be written in English. Supporting documents and printed literature furnished by the Tenderer that are part of the Tender may be in another language, provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Tender, such translation shall govern.
- 19.2 Tenderers shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

#### 20. Contents of Tender

- 20.1 The Tender prepared by the Tenderers shall comprise the following:
- (a) the Tender Submission Letter (**Form PW5-1A**) (with Technical Proposal) & (**Form PW5-1B**) (With Financial Proposal) as furnished in Section 5: Tender and Contract Forms and **Appendix to Tender**;
  - (b) Tenderer Information (**Form PW5-2**), as furnished in Section 5: Tender and Contract Forms;
  - (c) The completed Price Schedule for Goods and Associated Services as furnished in Section 5 and Bill of Quantities as furnished in Section 6: Scope of Plant & Machineries Supply and Installation services (Goods, Works and associated services) and Bill of Quantities (BOQ as stated under ITT Clauses 21, 23 and 24;
  - (d) Tender Security, as stated under ITT Clauses 31, 32 and 33.
  - (e) alternatives, if permissible, as stated under ITT Clause 22;
  - (f) written confirmation authorizing the signatory of the Tender to commit the Tenderer, as stated under ITT Sub Clause 36.3;
  - (g) documentary evidence, establishing the origin of all Materials, Equipment and services to be supplied under the Contract, as stated under ITT Clause 26;
  - (h) documentary evidence, establishing that the Tenderer is qualified for this particular procurement proceeding, as stated under ITT Sub Clause 5.1;
  - (i) documentary evidence, establishing the Tenderer's continued eligible and qualified status, as stated under ITT Sub Clause 5 and 12;
  - (j) Technical Proposal describing work plan & method, personnel, equipment and schedules, as stated under ITT

Clause 27;

- (k) An affidavit confirming that the legal capacity stating that there are no existing orders of any judicial court that prevents either the Tenderer or employees of that Tenderer subsequently entering into or signing a Contract with the Employer;
- (l) An affidavit confirming that the Tender is not insolvent, in receivership, bankrupt or in the process of bankruptcy, temporarily barred from undertaking business and shall not be the subject of legal proceedings for any of the foregoing;
- (m) documents confirming that all claims, arbitration or other litigation cases have been satisfactorily resolved, and if not, they shall have no serious negative impact on the financial capacity of the Tenderer.
- (n) 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;
- (o) 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.
- (p) documents establishing the Tenderer's eligibility to perform the contract;
- (q) documents establishing the origin of all Materials, Equipment and services to be supplied under the Contract, as stated under ITT Clause 6 and 21;
- (r) documentary evidence as stated under ITT Clause 25, 26, 27 and 28 establishing the Tenderer's eligibility and the minimum qualifications of the Tenderers required to be met for due performance of the Goods and associated services under the Contract;
- (s) any other document as specified in the TDS.

20.2 In addition to the requirements stated under ITT Sub Clause 20.1, Tenders submitted by a JV or proposing a Specialised Subcontractor shall include:

- (a) Joint Venture Agreement legally entered into in the Tenderer's Leading Partner's country of origin, by all partners, as stated under ITT Clause 13;

**or**

- (b) Letter of Intent along with the proposed agreement duly signed by all partners of the intended JV and authenticated by an authority of the Tenderer's Leading Partner's country of

origin with the declaration that it will execute the Joint Venture Agreement in the event the Tenderer is successful, as stated under ITT Clause 13;

- (c) the JV Partner Information (**Form PW5-3**), as furnished in Section 5: Tender and Contract Forms;
- (d) the Specialist Subcontractor Information (**Form PW5-4**), as furnished in Section 5: Tender and Contract Forms.

## **21. Tender Submission Letter and Bill of Quantities**

- 21.1 Tenderers shall submit the Tender Submission Letter (**Form PW5-1**), which shall be completed without any alterations to its format, filling in all blank spaces with the information requested, failing which the Tender may be considered non-responsive as being incomplete.
- 21.2 Tenderers shall submit all lots or items as listed in Section 6.2: Bill of Quantities must be listed and priced separately on the Price Schedule following the Form Schedule A (Form PG4-3A), Schedule B (Form PG4-3B), Schedule C (Form PG4-3C), Schedule D (Form PG4-3D), Schedule E, and Schedule F as applicable;
- 21.3 If in preparing its Tender, the Tenderer has made errors in the unit rate or price or the total price, and wishes to correct such errors prior to submission of its Tender, it may do so, but shall ensure that each correction is initialled by the authorised person of the Tenderer and that a statement shall be made as to the total number of initialled corrections made, at the end of the **Bill of Quantities** and Price Schedule in Section 5.

## **22. Alternatives**

- 22.1 Unless otherwise stated in the TDS, alternatives shall not be considered.
- 22.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the TDS, as will the method of evaluating different times for completion.
- 22.3 Except as provided under ITT Sub Clause 22.4, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents **must first price** the Employer's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, designs, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details.
- 22.4 When specified in the TDS, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the TDS.
- 22.5 Only the technical alternatives, if any, of the lowest evaluated Tenderer conforming to the basic technical requirements will be considered by the Employer.

## **23. Tender Prices, Discounts and Price Adjustment**

- 23.1 The prices and discounts quoted by the Tenderer in the Tender Submission Letter (**Form PW5-1**) and in the Price Schedule following the form Schedule A (Form PG4-3A), Schedule B (From PG4-3B), Schedule C (From PG4-3C), Schedule D ( From PG4-3D), Schedule E, and Schedule F as applicable shall conform to the requirements specified below.
- 23.2 Tenderers shall fill in unit rates or prices for all items of the Plant & Machineries Supply and Installation services (Goods, Works and associated services) both in figures and in words as described in

the Price Schedule. The rates or prices shall be inclusive of profit and overhead and, all kinds of applicable taxes, customs duties, fees, levies, and other charges to be paid and Tenderers shall quote for the entire Plant & Machineries Supply and Installation services (Goods, Works and associated services) on a "single responsibility" basis such that the total Tender price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Tender document in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Plant & Machineries Supply and Installation services (Goods, Works and associated services). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the Plant & Machineries Supply and Installation services (Goods, Works and associated services) and, where so required by the Tender document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Tender Document, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

- 23.3 The items quantified in the Price Schedule and BOQ for which no unit rates or prices have been quoted by the Tenderer will not be paid for, by the Employer when executed and shall be deemed covered by the amounts of other rates or prices in the Price Schedule and BOQ and, it shall not be a reason to change the Tender price.
- 23.4 Tenderers shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 5 (Tender and Contract Forms). Separate numbered Schedules included in Section 5 (Tender and Contract Forms) shall be used for each of the following elements. The total amount from each Schedule (A to C) shall be summarized in Summary of Individual (Schedule Nos. D) and the total amount from Schedule No.- D shall be summarized in the Grand Summary (Schedule E) giving the total bid price(s) to be entered in the Tender and Contract Forms.
- Schedule No. A - Price Schedule for Goods (Manufactured within the Employer's Country).
  - Schedule No. B- Price Schedule for Goods (Manufactured in outside the Employer's Country, to be imported).
  - Schedule No. C - Works and Associated Services.
  - Schedule No. D- Summary of Individual (Schedule Nos. A, B to C).
  - Schedule No. E - Grand Summary of Total (Schedule No. D)
  - Schedule No. F -Recommended Spare Parts.

Bidders shall note that the Goods included in Schedule Nos. A and B above exclude materials used for civil, building and other construction works. All such materials, all type Installation Services shall be included and priced under Schedule No. C,

- 23.5 The Tender price shall be calculated on the basis defined in the ITT which is the unit rates or prices applied to Goods, Works and associated services proposed in the Price Schedule of this Tender Document.
- 23.6 The price to be quoted in the Tender Submission Letter, as stated under ITT Sub Clause 21.1, 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.**
- 23.7 Tenderers shall quote any unconditional discounts for being awarded more than one lot if so specified in the TDS and the methodology for application of discount in the Tender Submission Letter as stated under ITT Sub Clause 21.1.
- 23.8 If so indicated under ITT Sub Clause 23.7, Tenders are being invited for individual lots or for any combination of lots. Tenderers wishing to offer any price reduction for the award of more than one lot shall specify in their Tender the price reductions applicable to each lot, or alternatively, to any combination of lots within the package. Price reductions or discounts will be submitted as stated under ITT Sub Clause 23.1, provided the Tenders for all lots are submitted and opened together.
- 23.9 All kinds of applicable taxes ,customs duties, fees, levies,VAT and other charges payable by the Contractor under the Contract, or for any other causes, as of the date twenty-eight (**28**) days prior to the deadline for submission of Tenders, shall be included in the unit rates and prices and the total Tender price submitted by the Tenderer.
- 23.10 Unless otherwise provided in the TDS and the PCC, the price of a Contract shall be fixed in which case the unit rates or prices may not be modified in response to changes in economic or commercial conditions. A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 23.11 If so indicated under ITT Sub Clause 23.10, Tenders are being invited with a provision for price adjustments. The unit rates or prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of GCC Clause 74 and, in such case the Employer shall provide the indexes and weightings or coefficients in **Appendix to the Tender** for the price adjustment formulae specified in the PCC.
- 23.12 The Employer may require the Tenderer to justify its proposed indexes, if any of those as stated under ITT Sub Clause 23.11 are instructed to be quoted by the Tenderer in **Appendix to the Tender.**
- 23.13 The formulas, indexes, coefficients and procedures to be followed as referred to in the PCC shall be used to determine whether economic or commercial conditions have changed during performance of the Contract to significant degree to justify a price adjustment and to identify the amount of increase and the frequency with which price adjustments shall be implemented.
- 23.14 The price adjustment stated under ITT Sub Clause 23.11 shall be dealt with in accordance with the provisions set out in this Tender Document.

**(New Clause)**

23.15 In the Schedules as indicated under ITT 23.4, Tenderers shall give the required details and a breakdown of their prices as follows:

a) Price Schedule for Goods (Manufactured within the Employer's Country). (Schedule No. A):

(i) 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.

(ii) VAT payable on account of Contractor, if the contract is awarded;

(iii) 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**.

b) Price Schedule for Goods (Manufactured in outside the Employer's Country, to be imported) (Schedule No. B):

(i) 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;

(ii) VAT payable on account of supplier, if the contract is awarded;

(iii) 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; and

(c) Works and Associated Services (Schedule No. C).

For Works and Associated Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Works and Associated Services are specified in BOQ, the prices in the price schedule (Schedule No. C) shall be entered in the following manner :

i) the price of each item comprising the Works and Associated Services (inclusive of any applicable taxes).

(d) Summary of Individual (Schedule No. D)

Summary of Individual for Schedule Nos. A, B to C of each Plant/Station shall be quoted in this section.

(e) Grand Summary of Total (Schedule Nos. E )

Total Summary of Schedule Nos. D for each Plant/Station shall be quoted in this section.

(f) Recommended Spare Parts (Schedule No. F)

Recommended spare parts shall be quoted separately (Schedule F) as specified in either subparagraph (a) or (b) above in accordance with the origin of the spare parts.

**24.Tender  
Currency and**

24.1 The currency of the Tender shall be either in USD or GBP or EUR

## Payments

or JPY and/or Bangladesh Taka as specified in the TDS.

- 24.2 The currency of Tender for the portion of local inputs shall be expressed in Bangladesh Taka.
- 24.3 The national Tenderers including Joint Venture of national partners shall be able to express their Tenders in combination of local and foreign currency (ies) similar to foreign Tenderer; whereby a price breakdown be provided in support of demand for foreign currency.
- 24.4 The currency of payments, as stated under ITT Sub Clauses 24.1 and 24.2 shall be as specified in the TDS.

## 25. Documents Establishing Eligibility of the Tenderer

- 25.1 Tenderers, if applying as a sole Tenderer, shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and, in particular, it shall:
- (a) complete the eligibility declarations in the Tender Submission Letter (**Form PW5-1**);
  - (b) complete the Tenderer Information (**Form PW5-2**) providing photocopies of the original documents requested;
  - (c) complete the Specialist Subcontractor Information (**Form PQW5-4**), if it intends to engage any Specialist Subcontractor(s);
  - (d) provide the documents establishing eligibility as stated under ITA Clause 20.1.
- 25.2 Tenderers, if applying as a partner of an existing or intended JV shall submit documentary evidence to establish its eligibility as stated under ITT Clause 5 and in particular, in addition to as stated under ITT Sub Clause 25.1, it shall:
- (a) provide for each JV partner, completed JV Partner Information (**Form PW5-3**);
  - (b) provide the JV agreement executed on a non-judicial stamp of value BDT. 300.00 or equivalent as stated under ITT Sub Clause 13.2, or Letter of Intent along with the proposed agreement of the intended JV as stated under ITT Sub Clause 13.3.

## 26. Documents Establishing the Eligibility and Conformity of Materials, Equipment and Services

- 26.1 Tenderers shall submit documentary evidence to establish the origin of all Materials, Equipment and services to be supplied under the Contract as stated under ITT Clause 6.
- 26.2 To establish the conformity of the Materials, Equipment and services to be supplied under the Contract, the Tenderer shall furnish, as part of its Tender, the documentary evidence (which may be in the form of literature, specifications and brochures, drawings or data etc. as stated in TDS) that these conform to the technical specifications and standards specified in **Section 7, Technical Specifications** and **Section 8, Guaranteed Technical Particular**.

## 27. Documents Establishing Technical Proposal

- 27.1 Tenderers shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in TDS, in sufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work requirements and the completion time.

## 28. Documents

- 28.1 Tenderers shall complete and submit the Tenderer Information



**Establishing the  
Tenderer's  
Qualification**

**(Form PW5-2)** and shall include documentary evidence, as applicable to satisfy the following:

- (a) details on the financial standing of the Tenderer, such as profit and loss statements and corresponding auditor's report establishing the liabilities and assets, as stated under ITT Sub Clause 12.8;
- (b) details of general experience in construction works and associated services on case-by-case procurement proceedings performed for each of the last years along with the sums, dates and recipients, as stated under ITT Sub Clause 12.10(a) substantiated by the year of registration/constitution/licensing in its country of origin;
- (c) details of specific experience in construction works and associated services of similar nature and size on case-by-case procurement proceedings performed for each of the last years along with the sums, dates and recipients, as stated under ITT Sub Clauses 12.10(b) and (c); substantiated by Completion Performance Certificate (s) issued by the relevant Procuring Entity(s);
- (d) details of average annual **construction** turnover for a period as stated under ITT Sub Clause 12.11(a); substantiated by Statement(s) of Receipts, from any scheduled Bank of Tenderer's Country , issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders;
- (e) details of existing commitments, works and associated services to assess the minimum Tender Capacity as stated under ITT Sub Clause 12.11(b) substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad;
- (f) details of adequacy of working capital for the subsequent Tender i.e. access to line(s) of credit and availability of other financial resources as stated under ITT Sub Clause 12.11(c) substantiated by Audit Reports mentioned in (k) below or credit line(s) substantiated by any scheduled Bank of Tenderer's Country in the format as specified **(Form PW3-7)**, without alteration, issued not earlier than twenty-eight (28) days prior to the day of the original deadline for submission of Tenders for this Contract;
- (g) details of numbers of technical and administrative personnel along with their qualification and experience proposed for the subsequent Tender as stated under ITT Clause 12.12;
- (h) details of Tenderer's technical facilities, available major construction equipments, measures for ensuring quality such as, ISO certification and design, research and development facilities proposed to carry out the Contract as stated under ITT Clause 112.13 substantiated by statement(s) of the entity(s) participating in the Tender in its letter-head pad declaring source of its availability;
- (i) details of Procuring Entities who may be contacted, if necessary, by the Employer; and

- (j) authority to seek references from the Tenderer's bankers or any other sources;
- (k) authority to seek references from the Applicant's bankers or any other sources;
- (l) reports on the financial standing of the Tenderer, such as profit and loss statements and audited balance sheet for the past years as specified in the **TDS**, of the entity(s) participating in the Tender, substantiated by attested Audit Reports.

28.2 If '**domestic preference**' applies as stated under ITT Sub Clause 15.1, the national Tenderers, individually or in Joint Ventures, applying for eligibility for '**domestic preference**' shall provide all information required to satisfy the criteria for eligibility as stated under ITT Sub Clause 15.2.

**29. Validity  
Period of Tender**

29.1 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.

29.2 Tenders shall remain valid for the period specified in the TDS after the date of Tender submission deadline prescribed by the Employer, as stated under ITT Sub Clause 29.1. A Tender valid for a period shorter than that specified will be considered non-responsive by the Employer.

**30. Extension of  
Tender Validity  
and Tender  
Security**

30.1 In justified exceptional circumstances, prior to the expiration of the Tender validity period, the Employer 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.

30.2 The request for extension of Tender Validity period shall state the new date of the validity of the Tender.

30.3 The request from the Employer and the responses from the Tenderers will be made in writing.

30.4 Tenderers consenting in writing to the request made by the Employer under ITT Sub Clause 30.3 shall also correspondingly extend the validity of its Tender Security for twenty eight (28) days beyond the new date for the expiry of the Tender Validity.

30.5 Tenderers consenting in writing to the request as stated under ITT Sub Clause 30.3 shall not be required or permitted to modify its Tender in any circumstances.

30.6 If the Tenderers are not consenting in writing to the request made by the Employer as stated under ITT Sub Clause 30.2, its Tender shall not be considered in the subsequent evaluation.

**31. Tender  
Security**

31.1 Tender Securities and its amounts shall be determined sufficient to discourage the submission of frivolous and irresponsible Tenders shall be rounded fixed amount and, shall not be stated as a precise percentage of the estimated total Contract price.

31.2 Tenderers shall furnish as part of its Tender, in favour of the Employer or as otherwise directed on account of the Tenderer, a Tender Security in original form and, in currency of the Tender, as stated under ITT Sub Clause 31.1, of the amount as specified in the TDS.

- 31.3 If the Tender is a Joint Venture, the Tenderer shall furnish as part of its Tender, in favour of the Employer or as otherwise directed on account of the title of the existing or intended JV or any of the partners of that JV, a Tender Security in original form and in currency of the amount as stated under ITT Sub Clause 31.2.
- 32. Form of Tender Security**
- 32.1 The Tender Security shall:
- (a) be in the form of an irrevocable Bank Guarantee issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh, in the format **(Form PW5-6)** furnished in **Section 5: Tender and Contract Forms**;
  - (b) be payable promptly upon written demand by the Employer in the case of the conditions listed in ITT Sub Clause 35 being invoked; and
  - (c) 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 as stated under ITT Sub Clause 35 and pursuant to Rule 25 of the Public Procurement Rules, 2008.
- 33. Authenticity of Tender Security**
- 33.1 The authenticity of the Tender Security submitted by a Tenderer shall be examined and verified by the Employer in writing from the Bank issuing the security, prior to finalization of the Evaluation Report.
- 33.2 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 Employer shall proceed to take punitive measures against that Tenderer as stated under ITT Sub Clause 4.4.
- 33.3 A Tender not accompanied by a valid Tender Security as stated under ITT Clause 31, 32 and 33 will be considered non-responsive by the Employer.
- 34. Return of Tender Security**
- 34.1 No Tender Securities shall be returned by the Tender Opening Committee (TOC) during and after the opening of the Tenders.
- 34.2 No Tender Security shall be returned to the Tenderers before contract signing, except to those who are considered non-responsive.
- 34.3 Tender Securities of the non-responsive Tenders shall be returned immediately after the Evaluation Report has been approved by the Employer.
- 34.4 Tender Securities of the responsive Tenders shall be returned only after the lowest evaluated Tenderer has submitted the Performance Security and signed the Contract; that being even before the expiration of the Tender Validity period as stated under ITT Clause 29.
- 34.5 Tender Securities of the Tenderers not consenting within the specified date in writing to the request made by the Employer under ITT Sub Clause 30.2 in regard to extension of its Tender Validity shall be discharged or returned forthwith.
- 35. Forfeiture of Tender Security**
- 35.1 Tender Security 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 Clause 29 and 30; or

(b) refuses to accept a Notification of Award as stated under ITTSub Clause 60.3;

or

(c) fails to furnish Performance Security as stated under ITTSub Clause 61.2 and 61.3 ;

or

(d) refuses to sign the Contract as stated under ITTSub Clause 65.2;

or

(e) does not accept the correction of the Tender price following the correction of the arithmetic errors as stated under ITT Clause 51.

**36.Format and Signing of Tender**

- 36.1 The Tenderer shall prepare one (1) original of the documents comprising the Tender as described in ITT Clause 20 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.
- 36.2 Alternatives, if permitted in accordance with ITT Clause 22, shall be clearly marked "Alternative".
- 36.3 The original and each copy of the Tender shall be typed or written in indelible ink and shall be signed by the Person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written authorization and shall be attached to the Tender Submission Letter (**Form PW5-1**). The name and position held by each Person(s) signing the authorization must be typed or printed below the signature. All pages of the original and of each copy of the Tender, except for un-amended printed literature, shall be numbered sequentially and signed or initialled by the person signing the Tender.
- 36.4 In case of JV, the application of the provisions as stated under ITT Sub Clause 36.3 shall extend up to each partner of that existing or intended JV.
- 36.5 Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person(s) signing the Tender.
- 36.6 Person(s) signing the Tender shall describe his or her name, address, position along with his or her national Identification Number, if any.

## **E. Tender Submission**

**37. Sealing,  
Marking and  
Submission of  
Tender**

- 37.1 The Tenderer shall enclose:  
The Tender that shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other the Financial Proposal. Both envelopes enclosed together in an another outer single envelope.  
All documents/ Information (except price schedule and tender submission letter with financial proposal) shall be included in the Technical Proposal.  
Price schedule and tender submission letter with price/financial proposal shall be included in the Financial proposal.  
the original and all the copies of the Technical Proposal, including the alternatives, if permitted under ITT Clause 22 duly marking as "ORIGINAL" "ALTERNATIVE" (if permitted) and "COPY." And the original and all the copies of the Financial Proposal duly marking as "ORIGINAL" "ALTERNATIVE" (if permitted) and "COPY" shall be submitted within the due date and time as Stated in TDS. Any technical proposal associated with financial proposal in the same envelopes will be rejected.
- 37.2 The inner and outer envelopes shall:
- (a) be addressed to the Employer at the address as stated under ITT Sub Clause 38.1;
  - (b) bear the name of the Tender and the Tender Number as stated under ITT Sub Clause 1.1;
  - (c) bear the name and address of the Tenderer;
  - (d) bear a statement "DO NOT OPEN BEFORE -----  
-----" the time and date for Tender opening as stated under ITT Sub Clause 44.2;  
or ( for Single stage Two Envelope method)  
bear a statement "DO NOT OPEN BEFORE..." the time and date for Technical Bid as stated under ITT Sub-  
Clause 44.2. The another inner envelope (Financial Proposal) shall bear a warning "DO NOT OPEN UNTIL ADVISED BY THE EMPLOYER".
  - (e) bear any additional identification marks as specified in the TDS.
- 37.3 The Tenderer is solely and entirely responsible for pre-disclosure of Tender information if the envelope(s) are not properly sealed and marked.
- 37.3 Tenders shall be delivered by hand or by mail, including courier services at the address(s), as stated under ITT Sub Clause 38.1.
- 37.4 Tenders shall be submitted on the basis of this Tender Document issued by the Employer.
- 37.5 The Employer will, on request, provide the Tenderer with acknowledgement of receipt showing the date and time when it's Tender was received.  
Tender Security in original form and, in currency of the Tender, as

stated under ITT Sub Clause 31.1, of the amount as specified in the TDS.

**(New Clause)**

37.7 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the tender.

**38. Deadline for Submission of Tender**

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

38.2 The Employer may, at its discretion on justifiably acceptable grounds duly recorded, extend the deadline for submission of Tender as stated under ITT Sub Clause 38.1, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.

38.3 If submission of Tenders for this procurement is allowed in more than one location, the date and time for submission of Tender at the primary and secondary place(s) shall be as specified in the TDS.

38.4 The Employer shall ensure that the Tenders received at the secondary place(s) are hand-delivered at the primary place as stated under ITT Sub Clause 38.1 before the time specified in the TDS; but in no case later than **THREE (3) HOURS** after the deadline for submission of Tenders at the secondary place(s) in case of **MULTIPLE DROPPING**.

**39. Late Tender**

39.1 Any Tender received by the Employer after the deadline for submission of Tenders as stated under ITT Sub Clause 38.1 shall be declared LATE, excluded, and returned unopened to the Tenderer.

**40. Modification, Substitution or Withdrawal of Tender**

40.1 Tenderers may modify, substitute or withdraw its Tender after it has been submitted by sending a written notice duly signed by the authorized signatory and properly sealed, and shall include a copy of the authorization confirmed by an affidavit authenticated by an authority of the Tenderer's Leading Partner's country of origin; provided that such written notice including the affidavit is received by the Employer prior to the deadline for submission of Tenders as stated under ITT Clause 38.

40.2 If submission of Tenders for this procurement is allowed in more than one location, the Tenderer may modify, substitute or withdraw its Tender as stated under ITT Sub Clause 40.1 after it has been submitted, prior to the deadline prescribed for submission of Tenders at the primary place.

**41. Tender Modification**

41.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit corresponding modification to its original Tender marked as "**MODIFICATION**".

**42. Tender Substitution**

42.1 Tenderers shall not be allowed to retrieve its original Tender, but shall be allowed to submit another Tender marked as "**SUBSTITUTION**".

**43. Withdrawal of Tender**

43.1 Tenderers shall be allowed to withdraw its Tender by a Letter of Withdrawal marked as “**WITHDRAWAL**”.

## **F. Tender Opening and Evaluation**

**44. Tender Opening**

44.1 Tenders shall be opened pursuant to Rule 97 following steps in Part D of Schedule IV of the Public Procurement Rules, 2008.

44.2 Tenders shall be opened immediately after the deadline for submission of Tenders at the primary place irrespective of **SINGLE DROPPING** and **MULTIPLE DROPPING** as specified in the TDS but no later than **ONE HOUR** after expiry of the submission deadline at the same primary place. Tender opening shall not be delayed on the plea of absence of Tenderers or his or her representatives.

In addition, for Single stage Two Envelope method the Employer shall conduct the opening of Technical Bids in the presence of Tenderer designated representatives who choose to attend, and at the address, date and time specified in the TDS. The Financial proposal will remain unopened and will be held in custody of the Employer until the advice of employer. Any technical proposal associated with financial proposal in the same envelopes (except outer envelope) will be rejected.

44.3 Persons not associated with the Tender may not be allowed to attend the public opening of Tenders.

44.4 Tenderers’ representatives shall be duly authorised by the Tenderer. Tenderers or their authorised representatives will be allowed to attend and witness the opening of Tenders, and will sign a register evidencing their attendance.

44.5 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 (TOC) based on documents submitted as stated under ITT Sub Clause 40.1.

44.6 Tenders will be opened in the following manner:

- (a) firstly, envelopes marked “Withdrawal” shall be opened and “Withdrawal” notices read aloud and recorded and the envelope with the corresponding Tender shall not be opened, but returned unopened to the Tenderer by the Employer at a later time immediately after preliminary examination by the Tender Evaluation Committee as stated under ITT Sub Clause 47. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and in such case the Tender shall be read aloud at the Tender opening ;
- (b) secondly, the remaining Tenders will be sorted out and those marked “Substitution” or “Modification” will be linked with their corresponding “Original”(O) Tender;
- (c) Next, envelopes marked “Substitution”(S) shall be opened

and read aloud and recorded, and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned unopened to the Tenderer by the Employer at a later time immediately after preliminary examination by the Tender Evaluation Committee as stated under ITT Sub Clause 47. 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.

44.7 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) any alternatives;
  - (iv) the presence or absence of any requisite Tender Security; and
  - (v) such other details as the Employer, at its discretion, may consider appropriate.
- (b) only discounts and alternatives 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.
- (d) All envelopes containing Financial Proposal shall be opened one at a time and the following read out and recorded:
  - (i) the name of the Tenderer;
  - (ii) whether there is a modification or substitution;
  - (iii) the Financial Proposals, including any discounts and alternative offers; and
  - (iv) any other details as the Employer may consider appropriate.



- (e) Only Financial proposals, discounts, and alternative offers read out and recorded during the opening of Financial proposals shall be considered for evaluation. No tender shall be rejected at the opening of Financial proposal.
- (f) The Employer shall prepare a record of the opening of Financial proposal that shall include, as a minimum:
  - i) the name of the Tenderer,
  - ii) the Tender Price (per lot if applicable),
  - iii) any discounts, and
  - iv) alternative offers.

44.8 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 Procuring Entity 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.

44.9 The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record under ITT Sub Clause 44.7.

44.10 No Tender will be considered non-responsive at the Tender opening stage except the LATE Tenders.

**45.Evaluation of Tenders**

45.1 Tenders shall be examined and evaluated only on the basis of the criteria specified in the Tender Document.

45.2 The Employer'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.

**46.Evaluation Process**

46.1 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 broad steps:

- (a) Preliminary examination
- (b) Technical examination and responsiveness
- (c) Financial evaluation and price comparison
- (d) Post-qualification of the lowest evaluated responsive Tender.

46.2 In case of tie for the evaluated price, the tenderer shall be selected based on the "Past Performance Evaluation and rating matrix for different aspects" to be used in assessing the Tenderer's quality as stated below:

Sl. No	Aspects of Evaluation	Measure of Rating	Past Performance Rating					Points Awarded
			4	5	6	7	8	
1	2	3	4	5	6	7	8	9
1	Number of court cases filed and won against PEs during last 5 years (a) Cases filed	No. of Court Cases	≥ 5 Nos.	< 5 but ≥ 3 Nos.	< 3 but ≥ 1 no	≤ 1 no	none	
	Points Allocated		0	25	50	75	100	
	Points Awarded							
	(b) Cases won	No. of Court Cases	None	≤ 1 nos.	< 3 but ≥ 1 nos.	< 5 but ≥ 3 nos.	≥ 5 nos.	
	Points Allocated		0	25	50	75	100	
	Points Awarded							
	For no Case filed and no Case won, the Points Awarded shall be taken as 200							-
2	Debarred by PEs during last 5 years	No. of Years	≥ 5yrs	< 5 but ≥ 3 yrs	< 3 but ≥ 1 yrs	≤ 1 yrs	none	
	Points Allocated		0	25	50	75	100	
	Points Awarded							
3	Termination of incomplete contract for poor performance by PEs during last 5 years	No. of Contracts	≥ 5 contract	< 5 but ≥ 3 contract	< 3 but ≥ 1 contract	≤ 1 contract	none	
	Points Allocated		0	50	75	100	150	
	Points Awarded							
4	Extension of Time beyond original contract period by PEs during last 5 years	Percent Time of Contract	≥ 50 % Of contract period	< 50% but ≥ 30% Of contract period	< 30% but ≥ 10% of contract period	≤ 10% of contract period	none	
	Points Allocated		0	50	75	100	150	
	Points Awarded							
5	Imposition of Liquidity Damages (LD) by PEs during last 5 years	Percent Time of Contract	≥ 50 % Of contract period	< 50% but ≥ 30% of contract period	< 30% but ≥ 10% of contract period	≤ 10% Of contract period	none	
	Points Allocated		0	50	75	100	150	
	Points Awarded							
6	Extension of contracted Defects Liability Period (DLP) by PEs during last 5 years	Percent Time of Contract	≥ 50 % of DLP	< 50% but ≥ 30% Of DLP	< 30% But ≥ 10% of DLP	≤ 10% of DLP	none	
	Points Allocated		0	50	75	100	150	
	Points Awarded							
7	Declared bankrupt during last 5 years	Year Counting Backward	Year 2	Year 3	Year 4	Year 5	none	
	Points Allocated		0	25	50	75	100	
	Points Awarded							
	Total Points Allocated						1000	-
	Total Points Awarded (Col.9)						-	
In case of multiple EQUALS in their Past Performance, total Turnover of last five (5) years shall determine the ranking.								

## 47. Preliminary Examination

- 47.1 Firstly, compliance, adequacy and authenticity of the documentary evidences for meeting the eligibility and qualification criterion specified in the corresponding Sections of the Tender Document shall be preliminarily examined.
- 47.2 The TEC shall firstly examine the Tenders to confirm that all documentation requested in ITT Clause 20 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 declarations in the Tender Submission Sheet (**Form PW5-1A**) (to be submitted with Technical proposal) & (**Form PW5-1B**) (to be submitted with Financial proposal) as furnished in **Section 5: Tender and Contract Forms**;
  - (b) verification of the completeness of the Tenderer Information (**Form PW5-2**) as furnished in **Section 5: Tender and Contract Forms**;
  - (c) verification of the completeness of the JV Partner Information (**Form PW5-3**) as furnished in **Section 5: Tender and Contract Forms**;
  - (d) verification of the completeness of the Specialist Subcontractor Information (**Form PW5-4**) as furnished in **Section 5: Tender and Contract Forms**;
  - (e) verification of that the Tenderer's country of origin is not ineligible;
  - (f) verification of that the Tenderer is enrolled in the relevant professional or trade organisations registered in in the country of its origin;
  - (g) verification of that the written authorisation confirming the signatory of the Tenderer to commit the Tender has been attached with the Tender Submission Letter (**Form PW5-1**) as stated under ITT SubClause 36.3; in order to check the authenticity of Tender and Tenderer itself;
  - (h) verification of the eligibility in terms of legal capacity and fulfilment of taxation obligations by the Tenderer;
  - (i) verification of that all the documents required, as stated under ITT Clause 28 for a Tender, has been provided and requirements met by a Tender;
  - (j) verification of that all the documents required, as stated under ITT Clause 13 and ITT Clause 25 for a Joint Venture Tender, has been provided and requirements met, if it is a joint venture Tender;
  - (k) verification of that the Tenderer is not insolvent, in receivership, bankrupt, in the process of bankruptcy or temporarily barred;
  - (l) verification of that the written notice for substitution of or modification to, the corresponding Tender is proper and authentic, if the Tender is "WITHDRAWN" "SUBSTITUTION" or "MODIFICATION", in accordance with

ITT Clause 40;

- (m) verification of the status of claims, arbitration and other litigation cases of the Tenderer as stated under ITT Clause 5 and ITT Clause 25;
- (b) verification of the validity and authenticity of the Tender Security in the form of Bank Guarantee using the standard format (**Form PW5-6**) furnished in **Section 5: Tender and Contract Forms**, issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh as attached with the Tender Submission Letter (**Form PW5-1**), in order to check the compliance of the instructions as stated under ITT Clauses 30,31,32 and 33;

#### **48. Technical Examination and Responsiveness**

- 48.1 Secondly, the TEC will examine the adequacy and authenticity of the documentary evidence which may follow the order below.
- 48.2 The TEC will evaluate the technical aspects of the Tender submitted as stated under ITT Clauses 25, 26 and 27, to confirm that all mandatory requirements have been met.
- 48.3 The TEC will further examine the terms and conditions specified in **Section 6 Scope of Plant & Machineries Supply and Installation services (Goods, Works and associated services) and Bill of Quantities (BOQ), Section 7: General Specifications (Technical) and Section 8: Particulars Specifications** of the Tender Document have been met without any material deviation or reservation.
- 48.4 The TEC's determination of a Tender's responsiveness is to be based on the documentary evidence as stated under ITT Clause 20 without recourse to extrinsic evidence.
- 48.5 Information contained in a Tender submission that was not requested in the Tender Document shall not be considered in evaluation of the Tender.
- 48.6 A Tender shall be considered responsive in the evaluation, only when it is submitted in compliance with the mandatory requirements set out in the Tender Document without material deviation or reservation.
- 48.7 If, after the examination of the terms and conditions and the technical aspects of the Tender, the TEC determines that the Tender is not responsive in accordance with ITT Clause 20, it shall consider the Tender non-responsive.
- 48.8 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, it shall be considered non-responsive by the TEC and will not subsequently be made responsive by correction of the material deviation or reservation.
- 48.9 A material deviation or reservation is one that:
  - (a) affects in any substantial way the scope, quality, or performance of the Works; or
  - (b) limits in any substantial way, or is inconsistent with the Tender Document, the Employer's rights or the Tenderer's obligations under the Contract; or

- (c) if rectified would unfairly affect the competitive position of other Tenderers presenting responsive Tenders.

[During the evaluation of Tenders, the following definitions apply:

*“Deviation” is a departure from the requirements set out in the Tender Document;*

*“Reservation” is the setting of limiting conditions or withholding from complete acceptance of the mandatory requirements set out in the Tender Document]*

48.10 The 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 mandatory requirements set out in the Tender Document; or
- (b) errors or oversights that if corrected, would not alter the key aspects of the Tender.

#### **49. Clarification on Tender**

49.1 The TEC may ask Tenderers for clarification of their Tenders, including breakdowns of unit rates or prices, in order to facilitate the examination and evaluation of Tenders. The request for clarification by the TEC and the response from the Tenderer shall be in writing, and Tender clarifications which may lead to a change in the substance of the Tender or in any of the key elements of the Tender pursuant to ITT Sub Clause 48.9, will neither be sought nor be permitted.

49.2 Changes in the Tender price shall also not be sought or permitted, except to confirm the correction of arithmetical errors discovered by the TEC in the evaluation of the Tenders, as stated under ITT Sub Clause 51.1.

49.3 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.

49.4 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.

49.5 Requests for clarifications on Tenders shall be duly signed only by the TEC Chairperson.

#### **50. Restrictions on Disclosure of Information Relating to Procurement Process**

50.1 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 Employer pursuant to Rule 31 of the Public Procurement Rules, 2008.

50.2 Tenderers shall not seek to influence in anyway, the

examination and evaluation of the Tenders.

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

50.4 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.

**51. Correction of Arithmetical Errors**

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

- (a) if there is a discrepancy between the unit price and the line item total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the line item total price 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; and
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

51.2 Any arithmetical error or other discrepancies as stated in ITT Sub Clause 51.1 will be immediately notified by the TEC pursuant to Rule 98 (11) of the Public Procurement Rules, 2008 to the concerned Tenderer for acceptance. 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 51.1 shall be considered as non-responsive.

**52. Conversion to Single Currency**

52.1 For evaluation and comparison purposes, the currency of the Tender shall be converted into Bangladesh Taka currency.

52.2 The exchange rate for conversion, as stated under ITT Sub Clause 52.1, to be used in arriving at the Bangladesh Taka currency equivalent shall be the **selling rate** quoted by the source being Bangladesh Bank **on the date of opening** of the Tenders.

**53. Financial Evaluation**

53.1 Thirdly the TEC will evaluate each Tender that has been determined, up to this stage of the evaluation, to be responsive to the mandatory requirements set out in the Tender Document.

53.2 To evaluate a Tender, the TEC will consider the following:

- (a) Verification and examination of the Price Schedule for

Goods, Works and associated Services in prescribed form 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) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the priced Bill of Quantities, but including Day work items, where priced competitively;
  - (d) adjustments for correction of arithmetical errors pursuant to ITT Sub Clause 51.1;
  - (e) adjustments in order to take into consideration the unconditional discounts or methodology for application of the discount offered pursuant to ITT Sub Clause 23.7;
  - (f) adjustments by converting the amount resulting from (c), (d), and (e) above , if relevant, to Bangladesh Taka currency, as stated under ITT Sub Clause 52;
  - (d) adjustments for any other acceptable variations or deviations pursuant to ITT Sub Clause 48.10.
- 53.3 Variations, deviations, alternatives and other factors which are in excess of the requirements of the Tender Document or otherwise result in unsolicited benefits for the Employer will not be taken into account in Tender evaluation.
- 53.4 The estimated effect of any **price adjustment** provisions under GCC Clause 74, applied over the period of execution of the Contract, will not be taken into account in Tender evaluation.
- 53.5 If so indicated in the ITT Sub Clause 23.7 the Employer may award one or multiple lots to one Tenderer following the methodology specified in ITT Sub Clause 53.6.
- 53.6 To determine the lowest-evaluated lot or combination of lots, the TEC will take into account:
- (a) the experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual lot;
  - (b) the lowest-evaluated Tender for each lot calculated in accordance with all the requirements of Evaluation Criteria;
  - (c) the price reduction on account of discount per lot or combination of lots and the methodology for application of the discount as offered by the Tenderer in its Tender; and
  - (d) the Contract-award sequence that provides the optimum economic combination on the basis of least overall cost of the total Contract package taking into account any limitations due to constraints in Works or execution capacity determined in accordance with the post-qualification criteria stated under ITT Clause 56.

53.7 If the lowest Evaluated Tender is significantly below the official estimated cost or unbalanced as a result of front loading in the opinion of the TEC, the TEC may require the Tenderer to produce detailed breakdown of unit price or rates for any or all items of the BOQ, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the breakdown of the unit price or rates, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security set forth in ITT Sub Clause 61.2 be increased at the expenses of the Tenderer to a level as stated under ITT Sub Clause 61.3 sufficient to protect the Employer against financial loss in the event of default by such Tenderer during Contract implementation, if awarded the Contract.

**(New Clause)**

53.8 Only those spare parts and tools which are specified as a item in the List of Goods, Works and Related Services in Price Schedule or adjustment as stated under ITT Sub-clause 53.9, shall be taken into account in the Tender evaluation. Supplier-recommended spare parts for a specified operating requirement as stated under ITT Sub-clause 26.2 shall not be considered in Tender evaluation.

**(New Clause)**

53.9 The Employer'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

**54.Price Comparison**

54.1 The TEC will compare all responsive Tenders to determine the lowest-evaluated Tender, in accordance with ITT Clause 53.

54.2 The TEC shall apply percent margin of preference for national Tenderer, if applicable, as stated under ITT Sub Clause 15.3; only for ranking.

54.3 For the purpose of **comparison** of the Tenders only, the margin of '**domestic preference**' shall be applied following the procedures as stated under ITT Sub Clause 54.4, 54.5 and 54.6.

54.4 The responsive Tenders shall be classified into following groups:

(i) **Group A** shall include all Tenders offered by national Tenderers and JV, which meet the requirements stated under ITT Sub Clause 15.2; and

(ii) **Group B** shall include all other Tenders.

54.5 For the purpose of **ranking** the Tenders only, the respective



evaluated Tender prices of all Tenders placed in Group B shall be increased by the percentage for '**domestic preference**', as stated under ITT Sub Clause 15.3, after having adjusted arithmetical errors or other discrepancies and having excluded '**provisional sums**' and provision, if any, for contingencies within the Tender price, but including Day Work.

- 54.6 The lowest evaluated priced Tenders in **Groups A and B** shall then be compared, and that lowest evaluated Tender shall be recommended for award.
- 54.7 In the extremely unlikely event that there is a tie for the lowest evaluated price, the Tenderer with the superior past performance with the Employer shall be selected, whereby factors such as delivery period, quality of Works delivered, complaints history and performance indicators could be taken into consideration.
- 54.8 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 Employer as stated under ITT Sub Clause 54.7, then the Tenderer shall be selected, subject to firm confirmation through the Post-qualification process, after consideration as to whether the Tenderer has demonstrated in its Tender superior past performance with the other Procuring Entities or a more efficient work programme and work methodology.
- 54.9 The successful Tenderer as stated under ITT Sub Clauses 54.1, 54.7 and 54.8 shall not be selected through lottery under any circumstances.

## **55. Negotiations**

- 55.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.
- 55.2 The Employer through the TEC may, however, negotiate with the lowest evaluated Tenderer with the objective to reduce the Contract price by reducing the scope of works or a reallocation of risks and responsibilities, only when it is found that the lowest evaluated Tender is significantly higher than the official estimated cost; the reasons for such higher price being duly investigated.
- 55.3 If the Employer decides to negotiate for reducing the scope of the requirements under ITT Sub Clause 55.2, it will be required to guarantee that the lowest Tenderer remains the lowest Tenderer even after the scope of work has been revised and shall further be ensured that the objective of the Procurement will not be seriously affected through this reduction.
- 55.4 In the event that the Employer decides because of a high Tender price to reduce the scope of the requirements to meet the available budget, the Tenderer is not obliged to accept the award and shall not be penalised in any way for un-accepting the proposed award.

## **56. Post-qualification**

- 56.1 After determining the lowest evaluated responsive Tender in

accordance with ITT Clause 55, the Employer's TEC shall carry out the Post-qualification of the Tenderer, using only the requirements specified in **Sub-section C: Qualification Criteria.**

- 56.2 The TEC shall contact the references given by Tenderers about their previous working experience to verify, if necessary, statements made by them in their Tender and to obtain the most up-to-date information available concerning the Tenderers.
- 56.3 The TEC may visit the premises of the Tenderer as a part of the qualification process, if practical and appropriate, to verify information contained in its Tender particularly when evaluating Tenders in respect of high value or complex Works projects.
- 56.4 The objective of any visit under IITT Sub Clause 56.3 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).
- 56.5 In the event that the Tenderer with lowest evaluated Tender price fails the post-qualification, the TEC shall make a similar determination for the Tenderer offering the next lowest evaluated Tender price 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 Employer;
  - (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 Employer proceed for re-Tendering, using a revised Tender Document, where necessary, designed to achieve a more successful result.

**57. Rejection of All Tenders**

- 57.1 The Employer may, in the circumstances as stated under ITT Sub Clause 57.2, reject all Tenders following recommendations from the Tender Evaluation Committee (TEC) only after the approval of such recommendations by the Head of the Procuring Entity.
- 57.2 All Tenders can be rejected, if -
- (a) the price of the lowest evaluated Tender substantially 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 pre-qualified Tenderers;
- or
- (c) the Tenderers are unable to offer the required completion time, provided the stipulated completion

time is reasonable and realistic;

or

(d) Tenders are not responsive;

or

(e) evidence of professional misconduct, affecting seriously the Procurement process, is established as per Chapter Seven of the Public Procurement Rules, 2008.

57.3 Notwithstanding anything contained in ITT Sub Clause 57.2(a), Tenders may not be rejected if the lowest evaluated price is in conformity with the market price.

57.4 The Employer, on justifiable grounds, may annul the Procurement proceedings with prior approval of the Head of the Procuring Entity, any time prior to the deadline for submission of Tenders following specified procedures.

57.5 All Tenders received by the Employer shall be returned unopened to the Tenderers in the event Procurement proceedings are annulled under ITT Sub Clause 57.4.

57.6 The Employer, on justifiable grounds, may further annul the Procurement proceedings, any time prior to the issuance of NOA following specified procedures.

**58. Informing Reasons for Rejection**

58.1 Notice of the rejection will be given promptly within seven (7) days of decision taken by the Employer to all Tenderers and, the Employer 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**

**59. Award Criteria**

59.1 The Employer shall award the Contract to the Tenderer whose offer is responsive to all the requirements of 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 in accordance with ITT Clause 56.

59.2 The Tenderer will not be required, as a condition for award, to undertake responsibilities not stipulated in the Tender documents, to change its price, or otherwise to modify its Tender.

**60. Notification of Award**

60.1 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 Employer shall issue the Notification of Award (NOA) to the successful Tenderer.

60.2 The Notification of Award, attaching the contract as per the sample (**Form PW5-7**) to be signed, shall state :

- (a) the acceptance of the Tender by the Employer;
- (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.

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

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

60.5 The Notification of Award establishes a Contract between the Employer 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 Employer and the successful Tenderer.

#### **61. Performance Security**

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

61.2 The Performance Security shall be provided by the successful Tenderer in the currency of USD or GBP or EUR or JPY and/or Bangladesh Taka, as stated under ITT Sub Clauses 24.1 and 24.2, at the percentage as specified in the TDS.

61.3 The Employer may increase the amount of the Performance Security above the amounts as stated under ITT Sub Clause 61.2 but not exceeding twenty five (25) percent of the Contract price, if it is found that the Tender is significantly below the official estimated cost or unbalanced as a result of front loading as stated under ITT Sub Clause 53.7.

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

#### **62. Form and Time Limit for Furnishing of Performance Security**

62.1 The Performance Security, as stated under ITT Clause 61, shall be in the form of an irrevocable Bank Guarantee issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh, in the format (**Form PW5-9**), acceptable to the Employer.

62.2 Within twenty eight (**28**) days of issuance of the Notification of Award (NOA) but not later than the date specified therein, the successful Tenderer shall furnish the Performance Security for the due performance of the Contract in the amount as stated under ITT Sub Clauses 61.2 or 61.3.

#### **63. Validity of Performance Security**

63.1 The Performance Security shall be required to be valid until a date twenty eight (**28**) days beyond the Intended Completion Date as specified in Tender Document.

- 63.2 If under any circumstances the Intended Completion Date is to be extended, the Performance Security shall correspondingly be extended for the same period until twenty eight (28) days from the new Intended Completion Date.
- 63.3 The amount of the Performance Security as stated under ITT Sub Clauses 61.2 and 61.3 and further its validity as stated under ITT Sub Clauses 63.1 and 63.2 shall be reset to cover the Defects Liability Period in accordance with the provisions laid down in GCC Clause 79.

**64.Authenticity of Performance Security**

- 64.1 The Employer 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 the irrevocable Bank Guarantee in specified format and, to its correspondent Bank located in Bangladesh, as and where applicable.
- 64.2 If the Performance Security submitted under ITT Sub Clause 64.1 is not found to be authentic, the Employer 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.

**65.Contract Signing**

- 65.1 At the same time as the Employer issues the Notification of Award (NOA), the Employer will send the draft Contract Agreement and all documents forming the Contract to the successful Tenderer.
- 65.2 Within twenty-eight (28) days of issuance of the NOA, the successful Tenderer and the Employer shall sign the contract provided that the Performance Security submitted by the Tenderer is found to be genuine.
- 65.3 If the successful Tenderer fails to provide the required Performance Security, pursuant to ITT Clause 61 or to sign the Contract, pursuant to ITT Sub Clause 65.2, Employer shall proceed to award the Contract to the next lowest evaluated Tenderer, and so on, by order of ranking.

**66.Publication of Notification of Award of Contract**

- 66.1 Notification of Award for Contract shall be notified by the Employer to the Central Procurement Technical Unit within seven (7) days of issuance of the NOA for publication in their website, and that notice shall be kept posted for not less than a month.

**67.Debriefing of Tenderers**

- 67.1 Debriefing of Tenderers by Employer 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 without disclosing information about any other Tenderer.
- 67.2 In the case of debriefing, confidentiality of the evaluation process shall be maintained.

**68.Right to Complain**

- 68.1 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 Employer to fulfil its obligations in accordance with Section 29 of the Public Procurement Act 2006 and Part 12 of Chapter Three of the Public Procurement Rules, 2008.

- 68.2 Circumstances in which a formal complaint may be lodged in sequence by a Tenderer against a Employer 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.
- 68.3 The 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.
- 68.4 In the first instance, the Tenderer shall submit his or her complaint to the Employer who issued the Tender Document.
- 68.5 The place and address for the first stage in the submission of complaints to the administrative authority is provided in the TDS.
- 68.6 A Tenderer may appeal to a Review Panel only when that Tenderer has exhausted all his or her options of complaints to the administrative authority as stated under ITT Sub Clause 68.2

## Section 2. Tender Data Sheet

<i>Instructions for completing Tender Data Sheet are provided in italics in parenthesis for the relevant ITT clauses</i>	
<b>ITT Clause</b>	<b>Amendments of, and Supplements to, Clauses in the Instructions to Tenderers</b>
<b>IFT IDENTIFICATION NO:.....</b>	
<b>A. General</b>	
<b>ITT 1.1</b>	<p>The Employer is West Zone Power Distribution Co. Ltd. (WZPDCL),</p> <p style="text-align: center;"><b><u>Representative by</u></b></p> <p>Project Director, Strengthening Power Distribution system Project, WZPDCL  Address: Bidyut Bhaban Campus, Boyra Main Road, Khulna  Telephone: 041-813794 Facsimile number: 041- 731786  <b>e-mail: wzpd.spdsp@gmail.com</b></p> <p><b>The Name of the Tender is:</b></p> <p>Supply, Delivery, Installation, Testing and Commissioning of 01 no. 33/11 kV, 2x20/26.66 MVA new (GIS) Substation (Khulna) on Turnkey basis.</p> <p><b>Brief Description of the Works:</b></p> <p>Supply, Delivery, Installation, Testing and Commissioning of 01 no. 33/11 kV, 2x20/26.66 MVA new (GIS) Substation (Khulna) on Turnkey basis.</p> <p><b>Tender Ref:</b></p> <p>Lot No(s): Single package single Lot</p>
<b>ITT3.1</b>	The source of public funds is Government of Bangladesh (GoB) (Cash Foreign Exchange).
<b>ITT3.3</b>	The name of the Development Partner is: <b>None.</b>
<b>ITT 5.1</b>	Tenderers from the following countries are not eligible: Israel and countries having no diplomatic relation with the Government of Bangladesh.
<b>ITT 6.1</b>	Materials, Equipments and associated services from the following countries are not eligible: Israel and countries having no diplomatic relation with the Government of Bangladesh
<b>B. Tender Document</b>	
<b>ITT8.2</b>	<p>The following are authorized agents of the Employer for the purpose of issuing the Tender Document:</p> <ol style="list-style-type: none"> <li>1. Project Director, Strengthening Power Distribution System Project (SPDSP), WZPDCL, Bidyut Bhaban Campus, Boyra Main Road, Khulna, Telephone: +88-041-813803</li> <li>2. Khulna Office of the Police Commissioner, KMP, Khulna,</li> <li>3. Office of the Divisional Commissioner, Khulna Division, Khulna, and</li> <li>4. Director, Directorate of Purchase, Address: WAPDA Building (9<sup>th</sup> Floor), Motijheel C/A, Dhaka-1000, Telephone: +880-2-9550532</li> </ol>
<b>ITT9.1</b>	If any party contemplating the submission of the Proposal for the Work be in doubt as

to the true meaning of any part of the Drawings, Technical Requirements or any other part of the Tender Documents shall be made by letter or Fax and to be received not later than 15 (fifteen) days before Tender closing and addressed as follows:

For **clarification of Tender Document purposes** only, the Employer's address is:

Attention: Project Director, Strengthening Power Distribution System Project (SPDSP), WZPDCL

Address:

Bidyut Bhaban Campus, Boyra Main Road, Khulna

Telephone: +88-041-813803

Fax No. : + 88-041-731786

**ITT10.1** A Pre- Tender meeting shall not be held .

### C. Qualification Criteria

**ITT 12.7** Non-performance of a contract shall not occur within the last **10 years**; years counting backward from the date of publication of IFT.

*Note: A Non-performance of a contract is such as abandonment of the project for reasons other than a Force Majeure event on contractor replacement by the client for non performance.*

**ITT 12.8** All pending litigation shall in total not represent more than **30 percent** of the Tenderer's net worth.

**ITT12.9** The **minimum** requirements of Leading Partner and other Partner(s) of a JV shall be as follows :

TDS Clauses References	Requirements by summation	Requirements for Leading Partner	Requirements for other Partner(s)
ITT-12.7	Summation not applicable	Same as stated in TDS	Same as stated for Leading Partner
ITT-12.8	Summation not applicable	Same as stated in TDS	Same as stated for Leading Partner
ITT-12.10(a)	Summation not applicable	as stated in ITT-12.10(a)	Same as stated for Leading Partner
ITT-12.10(b)	100%	Must Meet the requirement	Minimum requirement Not Applicable
ITT-12.10(c)	100%	Must Meet the requirement	Minimum requirement Not Applicable
ITT-12.11(a)	100%	Minimum 40%	Minimum 25%
ITT-12.11(b)	100%	Minimum 40%	Minimum 25%
ITT-12.11(c)	100%	Minimum 40%	Minimum 25%
ITT-12.12(a)	100%	Minimum requirement Not Applicable	Minimum requirement Not Applicable
ITT12.12(b)	100%	Minimum requirement Not Applicable	Minimum requirement Not Applicable
ITT12.12(c)	100%	Minimum requirement Not Applicable	Minimum requirement Not Applicable



<b>ITT12.10 (a)</b>	<p>The minimum number of years of general experience in the construction of works as Prime Contractor or Subcontractor or Management Contractor shall be <b>5(five)</b> years; years counting backward from the date of publication of IFT. In case of Joint Venture, Consortium or Association, the lead partner and other partner (s) shall have necessary experience as stated in ITT12.9;</p>
<b>ITT 12.10(b)</b>	<p>The minimum specific experience as a Prime Contractor or Subcontractor or Management Contractor (lead partner in case of JV) in construction works is as follows:</p> <ol style="list-style-type: none"> <li>1. At least <b>02(Two)</b> nos. of contract for construction of 33/11KV or higher voltage level Substations. Each contract having capacity regarding engineering, supply, erection, installation, testing and commissioning of at least <b>01(one)</b> nos. of 2X20/26.66 MVA or higher capacity GIS substations on turnkey basis within last <b>10 years</b>; years counting backward from the date of publication of IFT in the news paper and the substation under this contract shall be in continuous operation for minimum <b>02(two)</b> years.</li> <li>2. In support of experience as mentioned in Serial no. 1 Tenderer shall submit Satisfactory Performance Certificate(s) (SPC) from the end users in end user's letter head pad. The Certificate(s) shall mention the name &amp; commissioning date of Substation, capacity &amp; voltage level which were designed, supplied, constructed, tested and commissioned by Tenderer (lead partner in case of JV) and shall contain end-user's full mailing address, e-mail address, website address, fax number and phone number for the convenience of authentication. These Certificates must be notarized and have authentication from the Chamber of Commerce of the Tenderer's country or the Embassy/High Commission of the Tenderer's/end user's country situated in Dhaka, Bangladesh or by an appropriate authority (such as Ministry of Power/Energy/Commerce/Embassy etc) in English version from Tenderer's Country.</li> <li>3. Tenderer himself and any member of JVCA who have already completed or executing similar or higher capacity substation works (33/11kV substations work on turnkey basis) in last 10 years in WZPDCL shall submit satisfactory performance certificate to be issued from Project Director, WZPDCL with the bid otherwise bid shall not be eligible. In this case Tenderer himself and any member of JVCA shall have to submit prayer to Project Director, WZPDCL for issuing of the certificate 15 days before the bid submission.</li> </ol>
<b>12.10(c)</b>	<p>A satisfactory completion shall be required for same nature of works in power sector of at least <b>BDT 1100.00 lac or USD 1.33 million</b> equivalent under maximum 02 contract(s) over a period of last 10 years; years counting backward from the date of publication of IFT in the news paper. Tenderer Shall submit completion or performance Certificate(s) from end user along with contract agreement as documentary evidence in English.</p>
<b>12.11(a)</b>	<p>The Tenderer must demonstrate average annual turnover of at least <b>BDT 3100.00 lac or USD 3.74 million</b> equivalent as total certified payments received for contracts or work in progress or completed works within the last five years; years counting backward from the date of publication of IFT in the news paper. In case of JVCA, members should have total average annual turnover of at least BDT 3100.00 lac or USD 3.74million as stated in minimum requirements of ITT12.9.</p>
<b>12.11(b)</b>	<p>The minimum Tender Capacity shall be: <b>BDT 1200.00 lac or USD 1.45 million</b> equivalents. In case of JVCA, members should have total Tender Capacity of at least BDT 1200.00 lac or USD 1.45 million as stated in minimum requirements of ITT12.9.</p> <p><i>[the following formulae may be used to assess the Tender Capacity:</i></p>

	<p><math>Assessed\ Tender\ Capacity = (A \times N \times 1.5 - B)</math>  where;  A = maximum value of works performed in any one year during the last five(5) years; years counting backward from the date of publication of IFP  N = Completion time of the proposed work in years; <b>its value being taken never as less than one (1)</b>  B = Value of existing commitments and works to be completed during the next N years.]</p>																														
12.11(c)	The minimum amount of liquid assets or working capital or credit facilities of the Applicant shall be BDT 1500.00 lac or USD 1.81 million equivalent. In case of JVCA, members should have minimum requirements stated in ITT12.9.																														
12.12(a)	<p>A Project Manager shall have the following qualifications and experience:</p> <table border="1" data-bbox="395 577 1358 792"> <thead> <tr> <th>SL No.</th> <th>Position</th> <th>Qualification</th> <th>Total Works Experience (years)</th> <th>In Similar Works Experience (years)</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>Project Manager</td> <td>Minimum B.Sc. in Electrical/Mechanical Engineering</td> <td>10</td> <td>5</td> </tr> </tbody> </table> <p>The tenderer shall provide details of proposed personal and CV of the employee shall be endorsed by the Tenderer in its letter head pad.</p> <p><b>[for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]</b></p>	SL No.	Position	Qualification	Total Works Experience (years)	In Similar Works Experience (years)	01	Project Manager	Minimum B.Sc. in Electrical/Mechanical Engineering	10	5																				
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12.12(b)	<p>The minimum number of Engineers with qualifications and experience shall be as follows:</p> <table border="1" data-bbox="316 1128 1386 1693"> <thead> <tr> <th>SL. No.</th> <th>Position</th> <th>Minimum qualification</th> <th>Total Works Experience (years)</th> <th>In Similar Works Experience (years)</th> <th>Minimum Number requirement</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>Electrical Engineer</td> <td>B.Sc. in Electrical Engineering</td> <td>7</td> <td>3</td> <td>1</td> </tr> <tr> <td>02</td> <td>Power Transformer Expert*</td> <td>B.Sc. in Electrical Engineering</td> <td>5</td> <td>2</td> <td>1</td> </tr> <tr> <td>03</td> <td>Civil Engineer</td> <td>B.Sc. in Civil Engineering</td> <td>5</td> <td>2</td> <td>1</td> </tr> <tr> <td>04</td> <td>Protection/Control/Automation Engineer</td> <td>B.Sc. in Protection/control/ Automation engineering or equivalent</td> <td>5</td> <td>2</td> <td>1</td> </tr> </tbody> </table> <p>The tenderer shall provide details of proposed personal and CV of the employee except expertise shall be endorsed by the Tenderer in its letter head pad.</p> <p>*The Tenderer shall state clearly in its Tender to the effect that installation, testing and commissioning of 33kV VCB, 11kV Switchgear, Power Transformer, etc. shall be performed by experts of relevant manufacturer. In this regard, the Tenderer shall provide CV of the expertise of the relevant manufacturer in addition to the CV of Tenderer's employee.</p> <p><b>[for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the</b></p>	SL. No.	Position	Minimum qualification	Total Works Experience (years)	In Similar Works Experience (years)	Minimum Number requirement	01	Electrical Engineer	B.Sc. in Electrical Engineering	7	3	1	02	Power Transformer Expert*	B.Sc. in Electrical Engineering	5	2	1	03	Civil Engineer	B.Sc. in Civil Engineering	5	2	1	04	Protection/Control/Automation Engineer	B.Sc. in Protection/control/ Automation engineering or equivalent	5	2	1
SL. No.	Position	Minimum qualification	Total Works Experience (years)	In Similar Works Experience (years)	Minimum Number requirement																										
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02	Power Transformer Expert*	B.Sc. in Electrical Engineering	5	2	1																										
03	Civil Engineer	B.Sc. in Civil Engineering	5	2	1																										
04	Protection/Control/Automation Engineer	B.Sc. in Protection/control/ Automation engineering or equivalent	5	2	1																										

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<b>12.12(c)</b>	<p>Other key staff with qualifications and experience shall be as follows:</p> <table border="1"> <thead> <tr> <th>SL. No.</th> <th>Position</th> <th>No of Position</th> <th>Minimum Qualification</th> <th>Total Works Experience (years)</th> <th>In Similar Works Experience (years)</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>Foreman</td> <td>03</td> <td>Diploma</td> <td>01</td> <td>05</td> </tr> <tr> <td>02</td> <td>Technician (Auto CAD)</td> <td>01</td> <td>Diploma</td> <td>05</td> <td>02</td> </tr> <tr> <td>03</td> <td>Technician (Electrical)</td> <td>03</td> <td>Diploma</td> <td>05</td> <td>02</td> </tr> </tbody> </table> <p>CV of the employee shall be endorsed by the Tenderer in its letter head pad.  <i>[for Tenders where the package contains more than one (1) lot, this qualification requirement may be necessary for each lot in the package, subject to the nature of the control required over each package]</i></p>	SL. No.	Position	No of Position	Minimum Qualification	Total Works Experience (years)	In Similar Works Experience (years)	01	Foreman	03	Diploma	01	05	02	Technician (Auto CAD)	01	Diploma	05	02	03	Technician (Electrical)	03	Diploma	05	02																								
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01	Foreman	03	Diploma	01	05																																												
02	Technician (Auto CAD)	01	Diploma	05	02																																												
03	Technician (Electrical)	03	Diploma	05	02																																												
<b>12.13</b>	<p>The Tenderer shall demonstrate to own or have proven access to hire or lease of the major construction equipments, in full working order as follows :</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Equipment Type and Characteristics</th> <th>Minimum Number Required</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Crane 60 tons</td> <td>01 set</td> </tr> <tr> <td>2.</td> <td>Crane 10 tons</td> <td>02 set</td> </tr> <tr> <td>3.</td> <td>Transportation Vehicles</td> <td>Asrequired</td> </tr> <tr> <td>4.</td> <td>Oil testing set</td> <td>01 set</td> </tr> <tr> <td>5.</td> <td>Relay test set</td> <td>01 set</td> </tr> <tr> <td>6.</td> <td>Primary Current Injector</td> <td>01 set</td> </tr> <tr> <td>7.</td> <td>Secondary Current Injector</td> <td>01 set</td> </tr> <tr> <td>8.</td> <td>Harmonics Analyzer</td> <td>01 set</td> </tr> <tr> <td>9.</td> <td>Earth tester</td> <td>01 set</td> </tr> <tr> <td>10.</td> <td>Oil Centrifuge Machine</td> <td>01 set</td> </tr> <tr> <td>11.</td> <td>Terminal Compression tools</td> <td>05 set</td> </tr> <tr> <td>12.</td> <td>Insulation testers (5 kV)</td> <td>04 set</td> </tr> <tr> <td>13.</td> <td>Live-Line Voltage &amp; Current Measuring Tools</td> <td>01 set</td> </tr> <tr> <td>14.</td> <td>Communication tools</td> <td>02 set</td> </tr> <tr> <td>15.</td> <td>All sorts of testing equipment for control &amp; metering with necessary Tools &amp; tackles</td> <td>Asrequired</td> </tr> </tbody> </table> <p>The Tenderer may add equipment list if required by the Tenderer.</p>	No.	Equipment Type and Characteristics	Minimum Number Required	1.	Crane 60 tons	01 set	2.	Crane 10 tons	02 set	3.	Transportation Vehicles	Asrequired	4.	Oil testing set	01 set	5.	Relay test set	01 set	6.	Primary Current Injector	01 set	7.	Secondary Current Injector	01 set	8.	Harmonics Analyzer	01 set	9.	Earth tester	01 set	10.	Oil Centrifuge Machine	01 set	11.	Terminal Compression tools	05 set	12.	Insulation testers (5 kV)	04 set	13.	Live-Line Voltage & Current Measuring Tools	01 set	14.	Communication tools	02 set	15.	All sorts of testing equipment for control & metering with necessary Tools & tackles	Asrequired
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<b>13.3</b>	In the case the Applicant's Leading Partner's country of origin is Bangladesh, the value of non-judicial stamp for execution of the Joint Venture agreement shall be BDT 300.00																																																
<b>13.4</b>	In the case the Tenderer's Leading Partner's country of origin is Bangladesh, the Letter of Intent along with the proposed agreement shall be authenticated by a Notary Public.																																																
<b>13.5</b>	The <b>minimum qualification</b> requirements of Leading Partner and other Partner(s) of a JV shall be as follows: Same as TDS 12.9.																																																

<p><b>ITT 14.4</b></p>	<p>The Nominated Sub-contractor (s) shall execute the following specific component of the proposed works. The subcontractor shall have the minimum qualification as follows:</p> <table border="1" data-bbox="336 309 1401 813"> <thead> <tr> <th data-bbox="336 309 836 342">component of the proposed works</th> <th data-bbox="844 309 1401 342">Subcontractor minimum qualification</th> </tr> </thead> <tbody> <tr> <td data-bbox="336 353 836 566"> <p><b>Civil Works</b> (Substation control room, functional building/office room, foundation , fencing etc)</p> </td> <td data-bbox="844 353 1401 566"> <ol style="list-style-type: none"> <li>1. Shall have at least 05(five) years of relevant business.</li> <li>2. Shall have construction experience of at least Two control room building of 33/11KV or higher capacity AIS Substation.</li> </ol> </td> </tr> <tr> <td data-bbox="336 577 836 813"> <p>Installation, testing &amp; Commissioning of substation</p> </td> <td data-bbox="844 577 1401 813"> <ol style="list-style-type: none"> <li>1. Shall have at least 05(five) years of relevant business.</li> <li>2. Shall have installation, testing, commissioning experience of at least Two (02) 33/11KV or higher voltage level GIS Substation.</li> </ol> </td> </tr> </tbody> </table> <p>Tenderer shall submit end user certificate(s) as documentary evidence against subcontractor qualification. The end user certificate(s) shall be in end user's letter head pad and shall contain End User's full mailing address, e-mail address, website address, fax/telephone number for the convenience of authentication.</p>	component of the proposed works	Subcontractor minimum qualification	<p><b>Civil Works</b> (Substation control room, functional building/office room, foundation , fencing etc)</p>	<ol style="list-style-type: none"> <li>1. Shall have at least 05(five) years of relevant business.</li> <li>2. Shall have construction experience of at least Two control room building of 33/11KV or higher capacity AIS Substation.</li> </ol>	<p>Installation, testing &amp; Commissioning of substation</p>	<ol style="list-style-type: none"> <li>1. Shall have at least 05(five) years of relevant business.</li> <li>2. Shall have installation, testing, commissioning experience of at least Two (02) 33/11KV or higher voltage level GIS Substation.</li> </ol>
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<p><b>ITT 15.1</b></p>	<p>Domestic preference shall be applicable for eligible national tenderers as per prevailing law of Government of Bangladesh.</p>						

## D. Tender Preparation

<b>ITT 18.4</b>	Not permitted.
<b>ITT 20.1(s)</b>	<p>The Tenderer shall submit with its Tender the following additional documents:</p> <ol style="list-style-type: none"> <li>1. Sealed &amp; signed original Tender Document (which was issued by WZPDCL) by a person duly authorized to sign on behalf of the tender. Copy of issued tender document will not be acceptable.</li> <li>2. Compliance Certificate conforming to the terms and condition of the tender document.</li> <li>3. Name of the Manufacturer, Certificate of the country of origin and port of shipment (where applicable) of offered equipment/ items.</li> <li>4. Manufacturer's Authorization is required for Power Transformer, 33kV GIS including VCB, 33kV PCM Panel, 11kV GIS including VCB with PCM Panel Station Auxiliary Transformer, AC DC Distribution Panel, Battery &amp; Battery Charger, 11kV XLPE Cable, 33kV &amp; 11kV LA, 33kV &amp; 11kV Isolator, 33kV &amp; 11kV CT, 33kV &amp; 11kV PT and Other Equipments listed in Section 6: Bill of Quantity. Authorization letter from Manufacturer's Sales office (if located outside the manufacturing country) and Dealer/Trading house will not be accepted if not supported by Manufacturer's letter. In this regard, scanning paper, e-mail copy, faxed copy &amp; sealed signature will not be accepted. Manufacturer's signature in Authorization letter shall be hand written by pen i.e, signature through stamp/seal is not accepted. The Authorization letter shall mention e-mail address, telephone/fax and designation with detail address of the manufacturer representative duly signed in the manufacturer's official pad.</li> <li>5. Warranty Certificate (Form PG4-12) from Tenderer as per GCC 60..2</li> <li>6. List of Goods and Delivery schedule as stated in Schedule of Requirements and Bill of Quantities(BOQ), Section : 6.2</li> <li>7. Manufacturer's Printed Catalogue describing specification and technical data of offered type equipment.</li> <li>8. Outline and General Arrangement drawings of the offered type equipment.</li> <li>9. Detail description of testing facilities at manufacturer's plant including calibration certificates of testing equipment.</li> <li>10. Manufacturer's valid ISO 9001 Certificate.</li> <li>11. Certification from the manufacturer confirming that his offered item is unused, new and in good condition and confirmed all features &amp; accessories stated in Section 7: Technical Specification.</li> <li>12. If Tenderer has any reservation, Tenderer has to mention it in Deviation list (Form PG4-11).</li> <li>13. Guaranteed Technical Particulars (GTP) in Section 8 shall be properly filled up in manufacturer's official pad with submission of related supporting documents &amp; signed by the Manufacturer &amp; Tenderer.</li> <li>14. At least 02 (two) nos. of Manufacturer's Supply Experience (supported by Copy of NOA/ Contract Agreement/Certificate from Purchaser) for offered type similar or higher capacity rating &amp; voltage class Power Transformer, 33kV GIS including VCB, 33kV PCM Panel, 11kV GIS including VCB with PCM Panel, Station Auxiliary Transformer, AC DC Distribution Panel, Battery &amp; Battery Charger, 33kV &amp; 11kV XLPE Cable, 33kV &amp; 11kV LA, 33kV Isolator, 33kV CT &amp; PT within the last 05 (five) years i.e. years counting backward from the date of publication of IFT in the news paper. Manufacturer's Supply Experience shall be furnished in the following supply record format. (The Supply Experience covering at least 25% of the tendered quantity in a single contract will be considered only):</li> </ol>

Sl. No.	Name, Address, Phone & Fax No. of the Purchaser	Contract No. & Date/NOA	Contract Value	Description of materials with Quantity	Date of Completion of Supply

15. At least 02 (two) nos. Manufacturer's Satisfactory Performance Certificates (supported by the Supply Record) from Electricity Utility as End User depicting that the offered type similar or higher capacity rating & voltage class Power Transformer, 33kV GIS including VCB, 33kV PCM Panel, 11kV GIS including VCB with PCM Panel, Station Auxiliary Transformer, AC DC Distribution Panel, Battery & Battery Charger, 11kV XLPE Cable, 33kV & 11kV LA, 33kV Isolator, 33kV CT & PT within last 10(ten) years i.e. years counting backward from the date of publication of IFT in the news paper and has been in satisfactorily service for at least 02(two) years. The Satisfactory Performance Certificate (SPC) shall be in End User's official pad and shall contain end-user's full mailing address, e-mail address, website address and fax / telephone number for the convenience of authentication.

Note: Electricity Utility means an organization/company that engages in electricity generation/ transmission / distribution of electricity for sale in a regulated market.

**For 33KV VCB with PCM & 11KV Switchgear Panel:**

16. Manufacturer's authorization for Protective Relays from ABB (Switzerland/ Sweden/Finland) or Siemens (Germany) or Schneider Electric (UK/France) or ALSTOM (UK/France) & Energy Meters from Siemens (Germany/Switzerland) or AEG (Germany) or ABB (Switzerland/Finland) or Itron (USA) or Elster (USA/Romania) or Landis+ Gyr (Switzerland) or Toshiba (Japan) or Honeywell (USA) in prescribed Form (PG4-5).

17. Type Test Certificates & Reports for offered type similar or higher Ampere rating CB/Switchgear for same voltage class from any short-circuit testing liaison (STL) Member [[http://www.stl-liaison.org/web/03\\_Members.php](http://www.stl-liaison.org/web/03_Members.php)] Testing Organization or Laboratory as per relevant IEC standard. The type test report along with results shall include at least the following tests :

- a) Dielectric Test
- b) Radio interference Voltage test
- c) Measurement of resistance of the main circuit.
- d) Temperature Rise Tests
- e) Short-time withstand current and peak withstand current tests
- f) Internal Arc Fault test
- g) Mechanical operation tests.

**For Power Transformers :**

18. Manufacturer's authorization for (On Load tap Changer) OLTC from MR, Germany/ ABB, Sweden in prescribed Form (PG4-5).

19. Cross-sectional Drawing showing the arrangement of core and windings of the offered type Transformer.

20. Type Test Certificates, Reports & Special Tests for offered type similar or higher MVA

rating power transformer for same voltage class from any short-circuit testing liaison (STL) Member [[http://www.stl-liaison.org/web/03\\_Members.php](http://www.stl-liaison.org/web/03_Members.php)] Testing Organization or Laboratory as per relevant IEC standard. The type test report shall include at least the following tests along with results:

- a) Temperature Rise Test
- b) Lightning Impulse Test
- c) Short circuit withstands test report of HV-LV

21. Loss calculation, short circuit calculation and temperature rise calculation. Tenderer's quoted No load Loss and Full load loss shall be supported by loss calculation. Moreover, Tenderer shall submit the characteristic curve (flux vs Loss/Kg) of core materials.

**For 33/415KV Station Auxiliary Transformer :**

22. Type Test reports for offered type similar or higher KVA rating Station Auxiliary transformer for same voltage class from an internationally reputed independent testing laboratory as per relevant IEC standard. The type test report shall include at least the following tests along with results:

- a) Temperature Rise Test
- b) Lightning Impulse Test

**For 33kV CT & PT and Isolator**

23. Type Test Certificates & Reports for offered type similar of higher ampere rating CT & PT from any short-circuit testing liaison (STL) Member [[http://www.stl-liaison.org/web/03\\_Members.php](http://www.stl-liaison.org/web/03_Members.php)] Testing Organization or Laboratory as per relevant IEC standard.

**For 110V DC Substation Battery & 110V DC Battery Charger**

24. 2Type Test Certificates & Reports for offered type similar of higher ampere rating Substation Battery & 110V DC Battery Charger from any independent testing laboratory as per relevant IEC standard.

**For 33KV Surge Arrester (LA):**

25. Type Test Certificates & Reports for offered type similar or higher Ampere rating Surge Arrester (LA) for same voltage class from any short-circuit testing liaison (STL) Member [[http://www.stl-liaison.org/web/03\\_Members.php](http://www.stl-liaison.org/web/03_Members.php)] Testing Organization or Laboratory as per relevant IEC standard. The type test report along with results shall include at least the following tests :

- a) Insulation Withstand tests on the Arrester housing;
- b) Step Current Impulse Residual Voltage test;
- c) Lightning Impulse Residual Voltage test;
- d) Long Duration Current Impulse withstand test;
- e) High Current Impulse operating duty test;
- f) Power Frequency voltage versus time curve;
- g) Partial Discharge test.

**For 33KV & 11 KV XLPE Cable:**

26. Type Test Certificates & Reports for XLPE insulated Copper cable of similar or higher size of similar or higher voltage class from any short-circuit testing liaison (STL) Member [[http://www.stl-liaison.org/web/03\\_Members.php](http://www.stl-liaison.org/web/03_Members.php)] Testing Organization or Laboratory or China National Center for quality Supervision and test of electrical wire and cable as per relevant IEC standard.

The type test report along with results shall include at least the following tests :

	<p>a) Bending test followed by partial discharge test.</p> <p>b) Tan Delta measurement.</p> <p>c) Heating cycle voltage tests.</p> <p>d) Partial discharge tests: At ambient temperature, and At high temperature.</p> <p>e) Switching impulse voltage test.</p> <p>f) Lightning impulse voltage test followed by a power frequency voltage tests.</p> <p>g) Short Circuit Capability Test</p> <p>27. Short circuit earth fault current with details Calculation for metal sheath.</p> <p>28. Detail cross sectional drawing of the offered type cable showing dimension &amp; identification name.</p> <p><b><u>For Substation Automation System(SAS):</u></b></p> <p>29. The following documentation shall be provided for the system during the course of the project and they shall be consistent, CAD supported, and of similar look/feel:</p> <p>a) Block Diagram</p> <p>b) Circuit Diagram</p> <p>c) Test Specification for Factory Acceptance Test (FAT)</p> <p>d) Logic Diagram</p> <p>e) Third Party cyber security certification.</p> <p><b><u>33KV DOFC :</u></b></p> <p>30. Type Certificates &amp; Reports for offered type similar or higher Ampere rating DOFC for same voltage class from any independent testing laboratory as per relevant IEC standard. The type test report along with results shall include at least the following tests</p> <p>a) Impulse Voltage withstands tests.</p> <p>b) Power Frequency withstands tests.</p> <p>c) Temperature Rise tests.</p> <p>d) Time/ Current Characteristics</p> <p>Note: If required, Purchaser will authenticate Type Test Certificates &amp; Reports from the Certificates &amp; Reports issuing laboratory. The certificates and Reports shall contain laboratory's full mailing address, e-mail address, website address and fax/telephone number for the convenience of authentication. If these information are not mentioned in the Certificates &amp; Reports, all these information should be mentioned in the Letterhead pad of the manufacturer duly seal &amp; signed by the manufacturer representative.</p>
<b>ITT 22.1</b>	Alternatives will not be permitted.
<b>ITT 22.2</b>	There shall not be alternative times for completion of the Works.
<b>ITT 22.4</b>	Alternative technical solutions for any parts of works will be permitted.
<b>ITT 23.7</b>	Tenders are being invited for Single lot.
<b>ITT 23.10</b>	The prices quoted by the Tenderer shall be fixed for the duration of the Contract.
<b>ITT23.15 (a)(iii), (b) (iii)</b>	"Final destination (Project Site)": WZPDCL central Store (Khalishpur) or WZPDCL's store near to the substation sites.
<b>ITT23.15 (b)(i)</b>	Port of Destination: Chittagong/ Dhaka/ Khulna (Mongla)/ Benapole.
<b>ITT 24.1</b>	The currency of the Tender shall be USD/EUR/GBP/JPY and/or BDT.



<b>ITT 24.4</b>	The currency of the payments shall be USD/EUR/GBP/JPY and/or BDT
<b>ITT27.1</b>	The required Technical Proposal shall include the following additional information: Statement of Site Organization, Mobilization Schedule and Construction Schedule.
<b>ITT29.2</b>	The Tender Validity period shall be 180 days.
<b>ITT 31.2</b>	The amount of the Tender Security shall be USD 48,000.00 or equivalent BDT 40.00 lac in the form of irrevocable bank guarantee issued by an Internationally reputable Bank which has a correspondent bank located in Bangladesh in favour of Project Director, Strengthening Power Distribution System Project , WZPDCL, Khulna,
<b>ITT36.1</b>	In addition to the original of the Tender, 01 (One) hardcopy (copy-1) and 02 (Two) electronic copy (Copy-2, Copy-3) shall be submitted. In case of discrepancies, the information provided in the "Original" hard copy of the tender shall prevail. <ul style="list-style-type: none"> <li>• The electronic copy of the technical proposal shall be included in the envelope with the original technical proposal. Data storage medium for electronic submission will be CD or USB memory.</li> <li>• The electronic copy of the Financial Proposal (Price schedules in editable format (MS Excel)) shall be included in the envelope with the original Financial proposal. Data storage medium for electronic submission will be USB memory.</li> </ul>
<b>E. Tender Submission</b>	
<b>ITT37.1</b>	The Tender shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other the Financial Proposal. Both envelopes enclosed together in another outer single envelope. All documents/ Information (except price schedule and tender submission letter with financial proposal) shall be included in the Technical Proposal. Price schedule and tender submission letter with financial proposal shall be included in the Financial proposal. The original & three copies of the Technical Proposal and the original & three copies of Financial Proposal shall be submitted within the due date and time as mentioned in the tender notice. <b>Any technical proposal associated with financial proposal in the same envelopes will be rejected.</b>
<b>ITT37.2 (d)</b>	The two inner envelop shall be marked as a "Technical Proposal" and "Financial Proposal". The outer envelope and the inner envelope (Technical proposal) shall bear a warning not to open before the time and date for the opening of Technical Bid Another inner envelope (Financial Proposal) shall bear a warning not to open until advised by the Employer.
<b>ITT37.2 (e)</b>	The inner and outer envelopes shall bear the following additional identification marks: <ol style="list-style-type: none"> <li>1. Date of Submission</li> <li>2. Tender Enquiry no., name and date</li> <li>3. Name and address of the Employer</li> <li>4. Name and address of the tenderer</li> <li>5. Seal and Signature of the Tenderer</li> </ol> Book Binding and Page Number is required for original and copies.
<b>ITT38.1</b>	For <b><u>Tender submission purposes</u></b> only, the Employer's address is:  Attention: Project Director, Strengthening Power Distribution System Project (SPDSP), WZPDCL

	<p>Address:  Bidyut Bhaban Campus, Boyra Main Road, Khulna  Telephone: +88-041-813803  Fax No. : + 88-041-731786  <b>e-mail : <a href="mailto:wzpd.spdsp@gmail.com">wzpd.spdsp@gmail.com</a></b></p>
<b>ITT38.3</b>	<p>Attention: Project Director, Strengthening Power Distribution System Project (SPDSP), WZPDCL  Address:  Bidyut Bhaban Campus, Boyra Main Road, Khulna  Telephone: +88-041-813803  Fax No. : + 88-041-731786  <b>e-mail : <a href="mailto:wzpd.spdsp@gmail.com">wzpd.spdsp@gmail.com</a></b></p> <p>The deadline for the submission of Tenders is: Time &amp; Date: <b>BST 11.00 AM on 18.02.2019</b></p>
<b>ITT38.4</b>	<p>The deadline for the hand-delivering of the Tenders at the <b>PRIMARY PLACE</b> is: The Office of the Director, Directorate of Purchase, BPDB, WAPDA Building (9th floor), Motijheel C/A, Dhaka-1000  <b>Time &amp; Date: BST 11.00 AM on 18.02.2019</b></p>
<b>F. Tender Opening and Evaluation</b>	
<b>ITT44.2</b>	<p>The Tender opening shall take place at (<i>always the PRIMARY PLACE</i>):  <b>Address</b> : The Office of the Director, Directorate of Purchase, BPDB, WAPDA Building (9th floor), Motijheel C/A, Dhaka-1000  <b>Time &amp; Date</b> : <b>BST 12.00 PM on 18.02.2019</b>  Electronic Tender opening procedures is not permitted.</p>
<b>45.3</b>	<p><b><u>Evaluation Procedure:</u></b>  The Technical Proposals submitted by the tenderer shall be opened first in presence of the Tenderers. At the same time the envelope marked "Financial Proposal" submitted by the respective Tenderers will be noted for record and kept unopened in proper custody of Employer until the Technical Proposals are completely evaluated and approved. Only the financial proposal of technically responsive Tenderers shall be opened for further evaluation in the presence of technically qualified Tenderers.</p>
<b>G. Contract Award</b>	
<b>ITT 61.2</b>	<p>The amount of Performance Security shall be <i>Ten percent 10%</i> of the Contract Price.</p>
<b>ITT 68.5</b>	<p>The name and address of the office where complaints to the Employer under Rule 57 are to be submitted is:  Attention: Project Director, Strengthening Power Distribution System Project (SPDSP), WZPDCL  Address:  Bidyut Bhaban Campus, Boyra Main Road, Khulna  Telephone: +88-041-813803  Fax No. : + 88-041-731786</p>

## Section 3. General Conditions of Contract

### A. General

#### 1. Definitions

- 1.1 In the Conditions of Contract, which include Particular Conditions and these General Conditions, the following words and expressions shall have the meaning hereby assigned to them. Boldface type is used to identify the defined terms:
- (a) **Approving Authority** means the authority which, in accordance with the Delegation of Financial powers, approves the award of Contract for the Procurement of Goods, Works and Services.
  - (b) **Act** means The Public Procurement Act, 2006 (Act 24 of 2006).
  - (c) **Adjudicator** is the expert appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC Sub Clause 100.2.
  - (d) **Bill of Quantities (BOQ)** means the priced and completed Bill of Quantities forming part of the Contract defined in GCC Clause 63.
  - (e) **Compensation Events** are those defined in GCC Clause 72.
  - (f) **Competent Authority** means the authority that gives decision on specific issues as per delegation of administrative and/or financial powers.
  - (g) **Completion Certificate** means the Certificate issued by the Engineer as evidence that the Contractor has executed the Works and Physical services in all respects as per design, drawing, specifications and Conditions of Contract.
  - (h) **Completion Date** is the actual date of completion of the Works and Physical services certified by the Engineer, in accordance with GCC Clause 83.
  - (i) **Contract** means the Contract Agreement, the Notification of Award, Tender Submission Letter, these Conditions, the Specification, the Drawings, the Schedules, the Priced Bill of Quantities, and the further Documents (if any ) which are listed in the Contract Agreement or in the Notification of Award.
  - (j) **Contract Agreement** means the Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein to execute, complete, and maintain the Works.
  - (k) **Contract Documents** means the documents listed in GCC Clause 6, including any amendments thereto.
  - (l) **Contractor** means the Person under contract with the Employer for the execution of Works under the Rules and the Act as stated in the PCC.

- (m) **Contract Price** is the price stated in the Notification of Award (**FormPW5-7**) and as specified in the GCC Sub Clause 62.1 and, thereafter as adjusted in accordance with the provisions of the Contract.
- (n) **Contractor's Tender** is the completed Tender Document including the priced Bill of Quantities and the Schedules submitted by the Contractor to the Employer.
- (o) **Cost** means all expenditures reasonably incurred or to be incurred by the Contractor, whether on or off the Site, including overhead, profit, taxes, duties, fees, and such other similar levies.
- (p) **Day** means calendar day unless otherwise specified as working days.
- (q) **Day works** means work carried out following the instructions of the Employer or the authorised Engineer and is paid for on the basis of time spent by the Contractor's workers and equipment at the rates specified in the Schedules, in addition to payments for associated Materials and Plant.
- (r) **Defect** is any part of the Works not completed in accordance with the Contract.
- (s) **Defects Correction Certificate** is the certificate issued by the Engineer upon correction of defects by the Contractor.
- (t) **Defects Liability Period** is the period specified in the PCC and calculated from the Completion Date.
- (u) **Drawings** include calculations and other information provided in Section 9 or as approved by the Engineer for the execution and completion of the Contract.
- (v) **Employer (Procuring Entity)** means a Employer having administrative and financial powers to undertake procurement of Works and Physical services using public funds and is as named in the PCC who employs the Contractor to carry out the Works.
- (w) **Engineer** is the person named in the PCC or any other competent person appointed by the Employer and notified to the Contractor who is responsible for supervising the execution and completion of the Works and Physical services and administering the Contract.
- (x) **Equipment** is the Contractor's apparatus, machinery, vehicles and other things required for the execution and completion of the Works and remedying any defects excluding Temporary Works and the Employer's Equipment (if any ), Plant, Materials and any other things to form or forming part of the Permanent Works.
- (y) **Force Majeure** means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to, acts of the Government in its

sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or more as included in GCC Clause 88.;

- (z) **GCC** means the General Conditions of Contract.
- (aa) **Government** means the Government of the People's Republic of Bangladesh.
- (bb) **Goods** mean the Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
- (cc) **"Head of the Procuring Entity"** means the Secretary of a Ministry or a Division, the Head of a Government Department or Directorate; or the Chief Executive, by whatever designation called, of a local Government agency, an autonomous or semi-autonomous body or a corporation, or a corporate body established under the Companies Act;
- (dd) **Intended Completion Date** is the date calculated from the Commencement Date as specified in the PCC, on which it is intended that the Contractor shall complete the Works and Physical services as specified in the Contract and may be revised only by the Engineer by issuing an extension of time or an acceleration order.
- (ee) **Materials** means things of all kinds other than Plant intended to form or forming part of the Permanent Works, including the supply-only materials, if any, to be supplied by the Contractor under the Contract.
- (ff) **Month** means calendar month.
- (gg) **Original Contract Price** is the Contract Price stated in the Employer's Notification of Award and further clearly determined in the PCC.
- (hh) **Permanent works** means the permanent works to be executed by the Contractor under the Contract.
- (ii) **PCC** means the Particular Conditions of Contract.
- (jj) **Plant** means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction of the Works and Physical services.
- (kk) **Provisional Sums means** amounts of money specified by the Employer in the Bill of Quantities which shall be used, at its discretion, for payments to Nominated Subcontractor(s) and for meeting other essential expenditures under the Contract pursuant to GCC Sub Clause 80.
- (ll) **Retention Money** means the accumulated retention moneys which the Employer retains under GCC Clause 75.
- (mm) **Schedules** means the document(s) entitled schedules, completed by the Contractor and submitted with the Tender Submission Letter, as included in the Contract.

Such document may include the data, lists and schedules of rates and/or prices.

- (nn) **Site** means the places where the Permanent Works are to be executed including storage and working areas and to which Plant and Materials are to be delivered, and any other places as may be specified in the PCC as forming part of the Site.
- (oo) **Site Investigation Reports** are those that were included in the Tender Document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (pp) **Specification** means the Specification of the Works included in the Contract and any modifications or additions to the specifications made or approved by the Engineer in accordance with the Contract.
- (qq) **Start Date** is the date defined in the PCC and it is the last date when the Contractor shall commence execution of the Works under the Contract.
- (rr) **Subcontractor** means a person or corporate body, who has a contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ss) **Taking-Over** means a certificate issued by the Employer under GCC Clause 84.
- (tt) **Temporary Works** means all temporary works of every kind other than Contractor's Equipment required on the Site for the execution and completion of the Permanent Works and remedying of any defects.
- (uu) **Variation** means any change to the Works directly procured from the original Contractor under some specific conditions and circumstances following approved procedures, which is instructed as a Variation under GCC Clause 65 by the Engineer that varies the Works.
- (vv) **Works** means all works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways, or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical services ancillary to works as detailed in the PCC, if the value of those services does not exceed that of the Works themselves.
- (ww) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

## 2. Interpretation

- 2.1 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 construance of the Contract. Words have their normal meaning under the language of the Contract unless specifically defined.

## 2.2 Entire Agreement

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communications, negotiations and agreements (whether written or verbal) of parties with respect thereto made prior to the date of Contract Agreement; except those stated under GCC Sub Clause 6.1(j).

## 2.3 Non waiver

(a) Subject to GCC Sub Clause 2.3(b), no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

## 2.4 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 2.5 Sectional completion

If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

## 3. Communications and Notices

3.1 Communications between Parties such as 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.

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

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

## 4. Governing Law

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

## 5. Governing Language

5.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may 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, in which case, for purposes of interpretation of the Contract, such translation shall govern.

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

## **6. Documents Forming the Contract and Priority of Documents**

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

- (a) the signed Contract Agreement (**Form PW5-8**);
- (b) the Notification of Award (**PW5-7**);
- (c) the completed Tender and the **Appendix to the Tender**;
- (d) the Particular Conditions of Contract;
- (e) the General Conditions of Contract;
- (f) the Technical Specifications;
- (g) the General Specifications;
- (h) the Drawings;
- (i) the priced Bill of Quantities and the Schedules; and
- (j) any other document listed in the PCC forming part of the Contract.

## **7. Contract Agreement**

7.1 The parties shall enter into a Contract Agreement within twenty eight (28) days from the date of issuance of the Notification of Award (NOA). The costs of stamp duties and similar charges, if any, designated by the applicable law in connection with entry into the Contract Agreement, shall be borne by the Employer.

## **8. Assignment**

8.1 Neither the Contractor nor the Employer shall assign, in whole or in part, its obligations under the Contract; except with the Employer's prior written approval.

## **9. Eligibility**

9.1 The Contractor and its Subcontractor(s) shall have the nationality of a country other than that specified in the PCC.

9.2 All materials, equipment, plant, and supplies used by the Contractor in both permanent and temporary works and services supplied under the Contract shall have their origin in the countries except any specified in the PCC.

9.3 For the purpose of the GCC Clause 9.2, 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.

## **10. Gratuities / Agency fees**

10.1 No fees, gratuities, rebates, gifts, commissions or other payments, other than those included in the Contract, shall be given or received in connection with the procurement process or in the Contract execution.

## **11. Confidential Details**

11.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other



party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 11.

11.2 The Employer shall not use such documents, data, and other information received from the Contractor for any purposes unrelated to the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the design, construction, or other work and services required for the performance of the Contract.

11.3 The obligations of a party under GCC Sub Clauses 11.1 and

11.2 above, however, shall not apply to information that: the Employer or Contractor needs to share with institutions participating in the financing of the Contract; now or hereafter enters the public domain through no fault of that party; can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

**12. Joint Venture, Consortium or Association (JVCA)**

If the Contractor is a Joint Venture, Consortium, or Association (JVCA ),

- (a) each partner of the JV shall be jointly and severally liable for all liabilities and ethical or legal obligations to the Employer for the performance of the Contract;
- (b) the JV partners shall nominate a representative who shall have the authority to conduct all business including the receipt of payments for and on behalf of all partners of the JV;
- (c) in the event of a dispute that results in legal action against all partners of the JV, if they are available and if only one partner is available, then that partner alone shall answer on behalf of all partners and, if the complaint lodged is proven, the penalty shall be applicable on that lone partner as whatever penalty all the partners would have received.
- (d) the JV shall notify the Employer of its composition and

legal status which shall not be altered without the prior approval of the Employer.

- (e) alteration of partners shall only be allowed if any of the partners is found to be incompetent or has any serious difficulties which may impact the overall implementation of the Works, whereby the incoming partner shall require to possess qualifications equal to or higher than that of the outgoing partner.
- (f) if any of the partners of JV has been debarred from participating in any procurement activity due to corrupt, fraudulent, collusive or coercive practices, that JV partner shall be altered following provisions under GCC Sub Clause 12.1 (d) and (e), while in case the Leading Partner has been debarred due to the same reasons stated herein the Contract shall be terminated as stated under GCC Sub Clause 95.1(b).

**13. Possession of the Site** 13.1 The Employer shall give possession of the Site or part(s) of the Site, to the Contractor on the date(s) stated in the PCC. If possession of a part of the Site is not given by the date stated in the PCC, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event as stated under GCC Sub Clause 72.1(a).

**14. Access to the Site** 14.1 The Contractor shall allow the Engineer and any person authorised by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

**15. Employer's Responsibilities** 15.1 The Employer shall pay the Contractor, in consideration of the satisfactory progress of execution and completion of the Works and Physical 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 Agreement.

15.2 The Employer shall make its best effort to guide and assist the Contractor in obtaining, if required, any permit, licence, and approvals from local public authorities for the purpose of execution of the Works and Physical services under the Contract.

**16. Approval of the Contractor's Temporary Works** 16.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Engineer, who is to approve them, if they comply with the Specifications and Drawings.

16.2 The Contractor shall be responsible for design of Temporary Works.

16.3 All Drawings prepared by the Contractor for the execution of the Temporary or Permanent Works, are subject to prior approval by the Engineer before their use.

16.4 The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

- 16.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17. Contractor's Responsibilities** 17.1 The Contractor shall execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract Agreement.
- 18. Taxes and Duties** 18.1 The Contractor shall be entirely responsible for all kinds of taxes, duties, fees, levies, and such other charges to be paid under the Applicable Law imposed inside and outside Bangladesh as per **PCC**.
- 19. Contractor's Personnel** 19.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the PCC, to carry out the functions stated in the Schedule or other personnel approved by the Engineer.
- 19.2 The Engineer will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or higher than those of the personnel named in the Schedule.
- 19.3 If the Engineer asks the Contractor to remove a particular person who is a member of the Contractor's staff or work force from the Site, he or she shall state the reasons, and the Contractor shall ensure that the person leaves the Site within three (3) days and has no further connection with the work in the Contract.
- 20. Subcontracting** 20.1 Subcontracting the whole of the Works by the Contractor shall not be permissible. The Contractor shall be responsible for the acts or defaults of any Subcontractor, his or her agents or employees, as if they were the acts or defaults of the Contractor.
- 20.2 The Contractor shall not be required to obtain consent from the Engineer, for suppliers solely of Materials or to a subcontract for which the Specialist Subcontractor(s) is already named in the Contract.
- 20.3 The prior consent, in writing, of the Engineer shall however be obtained for other proposed Subcontractor(s).
- 21. Nominated Subcontractor** 21.1 Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works stated in the PCC.
- 21.2 The Contractor shall not be under obligations to employ a Nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars while there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength, or does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, or does not accept to enter into a subcontract which specifies that, for the subcontracted work including design, if any, the Nominated Subcontractor shall undertake to the Contractor such obligations and liabilities as will enable the contractor to discharge his or her liabilities under the Contract.

	21.3	Subcontracting shall in no event relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract and all Subcontractors shall comply with the provisions of GCC Clause 38.
<b>22. Other Contractors</b>	22.1	The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, the Engineer and the Employer between the dates given in the Schedule of other Contractors. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of other Contractors, and shall notify the Contractor of any such modification.
<b>23. Engineer's Decisions</b>	23.1	Except where otherwise specifically stated in the PCC, the Engineer will decide Contractual matters between the Employer and the Contractor in its role as representative of the Employer.
<b>24. Delegation</b>	24.1	The Engineer may delegate any of his duties and responsibilities to his representative, after notifying the Contractor, and may cancel any delegation, without retroactivity, after notifying the Contractor.
	24.2	Any communications to the Contractor in accordance with such delegation shall have the same effect as if it was given by the Engineer.
<b>25. Instructions</b>	25.1	The Contractor shall carry out all instructions of the Engineer that comply with the applicable law.
<b>26. Queries about the Contract conditions</b>	26.1	The Engineer, on behalf of the Employer, will clarify queries on the Conditions of Contract.
<b>27. Safety, Security and Protection of the Environment</b>	27.1	The Contractor shall throughout the execution and completion of the Works and the remedying of any defects therein: <ul style="list-style-type: none"> <li>(a) take all reasonable steps to safeguard the health and safety of all workers working on the Site and other persons entitled to be on it, and to keep the Site in an orderly state;</li> <li>(b) provide and maintain at the Contractor's own cost all lights, guards, fencing, warning signs and watching for the protection of the Works or for the safety on-site; and</li> <li>(c) take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of the Contractors methods of operation.</li> </ul>
<b>28. Working Hours</b>	28.1	The Contractor shall not perform any work on the Site on the weekly holidays, or during the night or outside the normal working hours, or on any religious or public holiday, without the prior written approval of the Engineer.
<b>29. Welfare of Laborers</b>	29.1	The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's personnel relating

to their employment, health, safety, welfare, immigration and shall allow them all their legal rights.

- 29.2 The Contractor, in particular, shall provide proper accommodation to his or her labourers and arrange proper water supply, conservancy and sanitation arrangements at the site for all necessary hygienic requirements and for the prevention of epidemics in accordance with relevant regulations, rules and orders of the government.
- 29.3 The Contractor, further in particular, shall pay reasonable wages to his or her labourers, and pay them in time. In the event of delay in payment the Employer may effect payments to the labourers and recover the cost from the Contractor.
- 29.4 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take appropriate protective measures to prevent accidents that could result in injury. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

**30. Child Labor**

- 30.1 The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development in compliance with the applicable laws and other relevant treaties ratified by the government.

**31. Fossils**

- 31.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.
- 31.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Claims under GCC Clause 99 to:
- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 45, and
  - (b) payment of any such cost, which shall be included in the Contract Price.

**32. Employer's and Contractor's**

- 32.1 The Employer carries the risks that the Contract states are Employer's risks and the Contractor carries the risks

**Risks**

that the Contract states are Contractor's risks.

**33. Employer's Risks**

33.1 From the Start Date until the Defects Correction Certificate has been issued, the following are Employer's risks:

- (a) the risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
  - i. use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
  - ii. negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or Contracted to him except the Contractor.
- (b) the risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

33.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is Employer's risk, except loss or damage due to:

- (a) a Defect which existed on the Completion Date;
- (b) an event occurring before the Completion Date, which was not itself Employer's risk; or
- (c) the activities of the Contractor on the Site after the Completion Date.

**34. Contractor's Risks**

34.1 From the Start Date until the Defects Correction Certificate has been issued the risks of personal injury, death, and loss of or damage to property including without limitation, the Works, Plant, Materials, and Equipment, which are not Employer's risks are Contractor's risks.

**35. Copyright**

35.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Suppliers of materials, the copyright in such materials shall remain vested in such third party.

35.2 The Contractor shall not, except for the purposes of performing the obligations under the Contract, without the written permission of the Employer disclose or make use of any specification, plan, design and drawing, pattern, sample or information furnished by or on behalf of the Employer.

**36. Limitation of Liability**

36.1 Except in cases of criminal negligence or wilful misconduct:

- (a) the Contractor shall not be liable to the Employer,

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, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

- (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

### **37. Insurance**

37.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles specified in the PCC for the following events which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

37.2 The Contractor shall deliver policies and certificates of insurance to the Engineer, for the Engineer's approval, before the Start Date. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

37.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

37.4 Alterations to the terms of insurance shall not be made without the approval of the Engineer.

37.5 Both parties shall comply with conditions of the insurance policies.

### **38. Management and Progress Meetings**

38.1 Either the Engineer or the Contractor may require the other to attend a management and progress meeting. The business of such meeting shall be to review the progress and plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

38.2 The Engineer shall record the business of the meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the

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

parties for actions to be taken shall be decided by the Engineer either at the management and progress meeting or after the meeting, and stated in writing to all concerned.

- 39.1 The Government requires that Employer, as well as the Contractor shall observe the highest standard of ethics during the implementation of procurement proceedings and the execution of the Contract under the Contract.
- 39.2 The Government requires that Employer, as well as the Contractor shall, during the Procurement proceedings and the execution of the Contract under public funds, ensure-
- (a) strict compliance with the provisions of Section 64 of the Public Procurement Act, 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 such practice as detailed in GCC Sub Clause 39.3.
- 39.3 For the purposes of GCC Sub Clause 39.2, the terms set forth below 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 Employer 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 Employer 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 Employer, that is designed to arbitrarily reduce the number of Tenders submitted or fix Tender prices at artificial, non-competitive levels, thereby denying a Employer 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 the Procurement proceeding or the execution of the Contract, and this will include creating obstructions in the normal submission process used for Tenders.
- 39.4 Should any corrupt, fraudulent, collusive or coercive practice of any kind come to the knowledge of the



Employer, it will, in the first place, allow the Contractor to provide an explanation and shall, take actions only when a satisfactory explanation is not received. Such decision and the reasons thereof, shall be recorded in the record of the procurement proceedings and promptly communicated to the Contractor. Any communications between the Contractor and the Employer related to matters of alleged fraud or corruption shall be in writing.

39.5 If corrupt, fraudulent, collusive or coercive practices of any kind determined by the Employer against the Contractor alleged to have carried out such practices, the Employer will :

(a) exclude the Contractor from further participation in the particular Procurement proceeding; or

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

39.6 The Contractor 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.

## **B. Time Control**

### **40. Commencement of Works**

Except otherwise specified in the PCC , the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer's instruction recording the agreement of both Parties on such fulfilment and instructing to commence the Works is received by the Contractor:

- (a) signing of the Contract Agreement by both parties upon approval of the by relevant authorities;
- (b) except if otherwise specified in the PCC , possession of the Site given to the Contractor as required for the commencement of the Works; and
- (c) receipt by the Contractor of the Advance Payment under GCC Clause 78 provided that the corresponding Bank Guarantee has been delivered by the Contractor.

40.2 If the Engineer's instruction is not received by the Contractor within one hundred eighty (180) days from the date of signing of the Contract Agreement, the Contractor shall be entitled to terminate the Contract under GCC Sub Clause 93.1.

40.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable by the Start Date as specified in the GCC Sub Clause 1.1(pp) after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.

### **41. Completion of Works**

41.1 The Contractor shall carry out the Works in accordance with the Programme of Works submitted by the Contractor and

as updated with the approval of the Engineer as stated under GCC Clause 42 to complete them in all respects by the Intended Completion Date.

#### **42. Programme of Works**

42.1 Within the time stated in the PCC, the Contractor shall submit to the Engineer for approval a Programme of Works showing the general methods, arrangements, order, and timing for all the activities in the Works. The programme may be in the form of an Implementation Schedule prepared in any software or other form acceptable to the Engineer.

42.2 The Contractor shall submit to the Engineer for approval of an updated Programme at intervals no longer than the period stated in the PCC. An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

42.3 If the Contractor does not submit an updated Programme of Works at the intervals stated in the PCC, the Engineer may withhold an amount as stated in the PCC from the next payment certificate and continue to withhold this amount until the next due payment after the date on which the overdue Programme of Works has been submitted.

42.4 The Engineer's approval of the Programme of Works shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer again at any time for approval. A revised Programme shall show the effect of Variations and Compensation Events.

#### **43. Pro Rata Progress**

43.1 The Contractor shall maintain Pro Rata progress of the Works. Progress to be achieved shall be pursuant to GCC Clause 42 and shall be determined in terms of the value of the works done.

43.2 Failure to achieve the progress in accordance with the updated Programme of Works stated under GCC sub Clause 42.1 and 42.2 by the Contractor may be treated as the fundamental breach of the Contract under GCC Clause 95.1.

#### **44. Early Warning**

44.1 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter events, circumstances, conditions that may adversely affect the quality of the work, increase the original Contract Price or delay the execution of the Works, the Contractor shall promptly notify the Engineer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Engineer shall evaluate the situation, and the Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.

44.2 The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the original Contract price and Completion Date. The Contractor shall provide the estimate and the Engineer shall further proceed as soon as reasonably possible.

**45. Extension of Intended Completion Date**

45.1 The Contractor shall be entitled to an extension of the Intended Completion Date, if and to the extent that completion of the Works or any part thereof is or will be delayed by Compensation Events or a Variation or Extra Work Order.

45.2 If the Contractor considers itself to be entitled to an extension of the Intended Completion Date as stated under GCC Sub Clause 45.1, the Contractor shall give notice, not later than twenty eight (28) days after the Contractor became aware or should have become aware of the event or circumstance, to the Engineer pursuant to GCC Sub Clause 99.1.

45.3 The Employer shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Engineer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the extension of Intended Completion Date.

45.4 The Employer may **extend the Intended Completion Date** by twenty (20) percent of the original Contract time as stated under GCC Sub Clause 45.1, if a Compensation Event occurs or a Variation Order is issued which does not make it possible to complete the Works by the Intended Completion Date without incurring additional cost.

45.5 In the case an extension of the Intended Completion Date required under GCC Sub Clause 45.3 is or will be more than twenty (20) percent of the original Contract time, approval of the Head of the Procuring Entity for the same shall be required to be obtained.

**46. Delays Caused by Authorities**

If the following conditions apply, namely:

- (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities,
- (b) these public authorities delay or disrupt the Contractor's work, and
- (c) the delay or disruption was unforeseeable;

then this delay or disruption will be considered as a cause of delay under GCC Sub Clause 46.1.

46.2 The Engineer shall notify the Contractor accordingly keeping the Employer posted.

- 46.3 Except in case of Force Majeure, as provided under GCC Clause 88, a delay by the Contractor in the performance of its Completion obligations shall render the Contractor liable to the imposition of Liquidated Damages pursuant to GCC Clause 76, unless an extension of Intended Completion Date is agreed upon, pursuant to GCC Clause 45.
- 46.4 If the Contractor fails to complete the Works by the Intended Completion Date or as extended by the Employer or Head of the Procuring Entity, as the case may be under GCC Sub Clause 45.4 or 45.5, the Contractor shall be liable to pay Liquidated Damages to the Employer pursuant to GCC Clause 76.

**47. Acceleration**

- 47.1 When the Employer wants the Contractor to finish the Works before the Intended Completion Date, the Engineer will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date will be advanced accordingly and confirmed by both the Employer and the Contractor.
- 47.2 If the Employer accepts the Contractor's priced proposals for acceleration, they will be incorporated in the Contract Price and treated as a **Variation** under GCC Clause 65.

**48. Delays Ordered by the Engineer**

- 48.1 The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

**49. Suspension of Work**

- 49.1 The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
- 49.2 The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following GCC Clauses 50, 51 and 52 shall not apply.

**50. Consequences of Suspension**

- 50.1 If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under GCC Clause 48 and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to GCC Clause 99 to:
  - (a) an extension of time for any such delay, if Completion is or will be delayed, under GCC Clause 44, and
  - (b) payment of any such cost, which shall be included in the Contract Price.
- 50.2 After receiving this notice, the Engineer shall proceed to agree or determine these matters.
- 50.3 The Contractor shall not be entitled to any extension of time for, or to any payment of the cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure

to protect, store or secure in accordance with GCC Clause 49.

- 51. Payment for Plant and Materials in Event of Suspension**
- 51.1 The Contractor shall be entitled to payment of the value, as at the date of suspension, of Plant and/or Materials which have not been delivered to Site, if:
- (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than twenty (28) days, and
  - (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.

- 52. Prolonged Suspension**
- 52.1 If the suspension under GCC Clause 49 has continued for more than eighty four (84) days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within twenty eight (28) days after being requested to do so, the Contractor may, by giving notice to the Project Manger, treat the suspension as an omission under GCC Clause 65 of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination pursuant to GCC Clause 93.

- 53. Resumption of Work**
- 53.1 After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect under GCC Clause 65.

## **C. Quality Control**

- 54. Execution of Works**
- 54.1 The Contractor shall construct, install and carry out the Works and Physical services in accordance with the Specifications and Drawings as scheduled in GCC Clause 6.

- 55. Examination of Works before covering up**
- 55.1 All works under the Contract shall at all times be open to examination, inspection, measurements, testing and supervision of the Engineer, and the Contractor shall ensure presence of its representatives at such actions provided proper advance notice is given by the Engineer.

- 55.2 No part of the Works shall be covered up or put out of sight without the approval of the Engineer. The Contractor shall give notice in writing to the Engineer whenever any such part of the Works is ready for examination and the Engineer shall attend to such examination without unreasonable delay.

- 56. Identifying Defects**
- 56.1 The Engineer shall check the works executed by the Contractor and notify the Contractor of any Defects found. Such checking shall not relieve the Contractor from his or her obligations. The Engineer may also instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

## **57. Testing**

- 57.1 The Contractor shall carry out the Testing of works in accordance with this Clause after providing the relevant documents.
- 57.2 The Contractor shall give to the Engineer not less than twenty one (21) days' notice of the date after which the Contractor will be ready to carry out each of the Testing. Unless otherwise agreed, Testing shall be carried out within fourteen (14) days after this date, on such day or days as the Engineer shall instruct.
- 57.3 In considering the results of the Testing, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works have passed any Testing, the Contractor shall submit a certified report of the results of these Tests to the Engineer.
- 57.4 If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

## **58. Rejection of Works**

- 58.1 If, as a result of an examination, inspection, measurement or testing, of Works it is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Works by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected Works subsequently complies with the Contract.

## **59. Remedial Work**

- 59.1 Notwithstanding any test or certification, the Engineer may instruct the Contractor to:
- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
  - (b) remove and re-execute any other work which is not in accordance with the Contract, and
  - (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.
- 59.2 The Contractor shall comply with the instruction issued under GCC Sub Clause 59.1 within a reasonable time, which shall be specified in the instruction, or immediately if urgency is specified under GCC Sub Clause 59.1(c).
- 59.3 If the Contractor fails to comply with the instruction issued under GCC Sub Clause 59.2, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall be liable to pay all such costs arising

from this failure.

## **60. Correction of Defects**

- 60.1 The Engineer shall issue a **Defects Liability Schedule** for correction of Defects within fifty six (56) days from the Contractor's request for **Final Payment** stating the scope of corrections or additions that are necessary.
- 60.2 The Engineer shall give notice to the Contractor, with a copy to the Employer and others concerned, of any Defects before the end of the Defects Liability Period, which begins at Completion Date, and is defined in the PCC.
- 60.3 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Engineer's notice.
- 60.4 The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 60.5 If the corrections or additions scheduled or notified by the Engineer have been completed by the Contractor, the Engineer shall issue a **Defects Correction Certificate**.

## **61. Uncorrected Defects**

- 61.1 If the Contractor has not corrected a Defect within the time specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected by it, and the Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defect.

## **D. Cost Control**

## **62. Contract Price**

- 62.1 The Contract price shall be agreed or determined under GCC Sub Clause 62.2 and as specified in the PCC.
- 62.2 The Contractor shall pay all of taxes, duties, fees, levies, and other charges required to be paid under the Applicable Law under the Contract pursuant to GCC Clause 18 and the Contract Price shall not be adjusted for any of these costs except as provided under the Conditions of the Contract.

## **63. Bill of Quantities**

- 63.1 The priced Bill of Quantities shall be used to calculate the Contract Price. The Bill of Quantities shall provide estimated quantities for the individual items of Works and Day works. The Employer may include in the Bill of Quantities the Provisional Sums for payments to Nominated Subcontractor(s) and for meeting other expenditures under the Contract pursuant to GCC Sub Clause 80.
- 63.2 Except as otherwise stated in the Contract and notwithstanding any other practice:
- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
  - (b) the method of measurement shall be in accordance with the Bill of Quantities.
- 63.3 Items of works quantified in the Bill of Quantities for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract and shall not be separately paid for.

**64. Changes in the Quantities and Unit Rate or Price**

- 64.1 A new rate or price for items included in the Bill of Quantities shall, however, be appropriate for an item of work if:
- (a) the final measured quantity of the work done for any particular item in the Bill of Quantities is increased or decreased by more than twenty five (25) percent from the quantity of this item in the Bill of Quantities;
  - (b) the cost resulting from such increase or decrease in quantity of this particular item in the Bill of Quantities multiplied by its specified rate or price is exceeded by one (1) percent of the original Contract price;
  - (c) this particular item is not specified in the Contract as a "fixed rate item";
  - (d) this particular item is not specified in the Contract as for which no rates or prices have been quoted and deemed covered by the amounts at rates and prices of other items in the Bill of Quantities stated under GCC Sub Clause 63.3;and

64.2 The new rate or price for the particular item of work included in the Bill of Quantities described under GCC Sub Clause 64.1 shall be adjusted by the Engineer from any relevant rates or prices within the Contract by taking into consideration the context and threshold of the Variation Order as stated under GCC Clause 65.

**65. Variations**

65.1 The Employer may issue a Variation Order for Procurement of Works and Physical services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the **general scope** and **physical boundaries** of this Contract .

65.2 The Employer may also issue an Extra Work Order to cover the introduction of such new works necessary for the completion, improvement or protection of the original works which were not included in the original contract, on the grounds where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those usually encountered and generally recognized as inherent in the work or character provided for in the Contract.

65.3 Variations as defined under GCC Sub Clause 1.1(tt) may be initiated by the Engineer at any time prior to issuing the Taking-Over certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

65.4 Variations may include;



- (a) changes to the quantities of any item of work included in the Bill of Quantities as stated under GCC Sub Clause 64.1; not necessarily however, shall always constitute a Variation until the algebraic summation of costs resulting from such increases or decreases in quantities of changing items included in the Bill of Quantities under the Contract exceeds one (1) percent of the original Contract price;
  - (b) changes to the quality and other characteristics of any item of work;
  - (c) changes to the levels, positions and/or dimensions of any part of the Works;
  - (d) omission of any work unless it is to be carried out by others;
  - (e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated testing, boreholes and other testing and exploratory work; or
  - (f) changes to the sequence or timing of the execution of the Works.
- 65.5 The Contractor, for any Variation or Extra Work Order, shall deliver a written notice within seven (7) calendar days of being aware of the need for the Variation, giving full and detailed particulars of any extra cost in order that it may be investigated at that time, and failure to provide such notice shall constitute a waiver by the Contractor for any subsequent claim.
- 65.6 The Contractor shall, under no circumstances, proceed to commence the works under any Variation or Extra Work Order unless it has been approved by the **Approving Authority**.
- 65.7 The Head of the Procuring Entity may, in exceptions to the GCC Sub Clause 65.6, and subject to the availability of funds and to his or her satisfaction, authorize the immediate start of work under any Variation or Extra Work Order under any or all of the following conditions -
- (a) in the event of an extreme emergency where the carrying out of the work is required urgently to avoid causing damage to public services, or damage to life or property or to both or to the Works itself; or
  - (b) when time is of the essence provided that,
    - i the cumulative increase in value of works under the Contract not yet duly approved does not exceed ten (10) percent of the adjusted original Contract price.
    - ii immediately after the start of work, the corresponding Variation Order or Extra Work Order shall be prepared and submitted for

approval following due procedures, and adhering to the time-line stated under GCC Sub Clause 65.11.

- 65.8 Any cumulative Variation Orders or Extra Work Orders beyond fifteen (15) percent of the original Contract price shall be the subject of another separate contract to be tendered out provided that the Works are separable from this Contract.
- 65.9 For a Variation or Extra Work Order for works justifiably inseparable from this Contract involving a cumulative amount beyond fifteen (15) percent of the original Contract price, no work thereon shall be commenced unless the said Variation or Extra Work Order has been approved by the **Approving Authority**.
- 65.10 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or communicates such approvals of a Variation or Extra work Order.
- 65.11 The time for processing of a Variation and an Extra Work Order from its preparation to approval may not exceed thirty
- 65.12 All Variations and Extra Work Orders under the Contract shall be included in the updated Programme of Works produced by the Contractor.

## **66. Costing of Variations or Extra Orders**

- 66.1 The Contractor shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Engineer and before the Variation or Extra Work Order is ordered.
- 66.2 Items of works under Variation or Extra work Order are if exactly the same or similar to those in the Bill of Quantities of the original Contract, the applicable unit rates or prices of those work items in the Bill of Quantities of the original Contract shall be used for costing of those additional work items.
- 66.3 For new items of works that are not included in the Bill of Quantities of the original Contract as stated under GCC Sub Clause 65.1, the unit rates or prices of those new work items shall be based on ;
- (i) the direct unit costs used in the Bill of Quantities of original Contract for other items (e.g. unit cost of cement, steel rebar, formwork, labor rate, equipment rental, etc) as indicated in the Contractor's price breakdown of the cost estimate, if available; or
  - (ii) fixed prices acceptable to both the Employer and the Contractor based on market prices; or
  - (iii) the direct cost of the new work items based on (i) and (ii) above shall then be combined with the mark-

up factor (i.e. taxes, overheads and profit) used by the Contractor in his or her Tender to determine the unit rate or price of the new work item.

66.4 If the Contractor's quotation is found to be unreasonable, the Engineer may order the Variation and make a change to the Contract price, which shall be based on the Engineer's own forecast of the effects of the Variation on the Contractor's costs.

66.5 If the Engineer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event under GCC Sub Clause 72.

66.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning under GCC Sub Clause 44.1.

#### **67. Cash Flow Forecasts**

67.1 When the Programme of Works is updated under GCC Sub Clause 42.2, the Contractor shall provide the Engineer with an updated cash flow forecast.

#### **68. Payment Certificates**

68.1 The basis for payment certificates shall be Bill of Quantities used to determine the Contract price.

68.2 The Contractor shall submit to the Engineer monthly statements of the estimated value of the works executed less the cumulative amount certified previously.

68.3 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

68.4 The value of work executed shall be determined by the Engineer and shall comprise the value of the items of works completed as per the unit rates or prices in the Bill of Quantities including the priced Schedules, if any.

68.5 The value of work executed shall include the valuation of Variations or Extra Work Orders, Certified Day works and Compensation Events.

68.6 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

68.7 The Engineer may in any payment certificate make any correction or modification that should properly be made to any previous payment certificate.

68.8 The Engineer may withhold any payment certificates under the Contract until the Programme of Works has been submitted by the Contractor as stated under GCC Sub Clause 42.2.

68.9 The Engineer may also withhold the cost of rectification or replacement until such rectification or replacement has been completed, if any thing supplied or work done by the Contractor is not in accordance with the Contract. Further, if the Contractor is or was failing to

perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer earlier, the value of this work or obligation may be withheld until the work or obligation has been performed.

**69. Payments to the Contractor**

69.1 The Employer shall pay the Contractor the amounts certified by the Engineer within twenty eight (28) days of the date of each certificate after due adjustments for deductions for advance payments, retention and any other additions or deductions which may have become due under the Contract or otherwise, including those under GCC Clause 99.

69.2 Items of works quantified in the Bill of Quantities for which no rates or prices have been quoted shall be deemed covered by the amounts at rates and prices of other items in the Contract as stated under GCC Sub Clause 63.3 and shall under no circumstances be paid for, by the Employer.

69.3 Payments due to the Contractor in each certificate shall be made into the Bank Account of the title of the Contract specified in the PCC and nominated by the Contractor in the currency specified in the Contract.

**70. Delayed Payment**

70.1 If the Contractor does not receive payments as stated under GCC Sub Clause 69.1, the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date due for payment specified in GCC Sub Clause 69.1.

70.2 These financing charges shall be calculated at the annual rate of interest as specified in the PCC.

70.3 If an amount certified is increased in a subsequent certificate as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

**71. Payments to Nominated Subcontractor (s)**

71.1 The Contractor shall pay to the Nominated Subcontractor(s) the amounts shown on the Nominated Subcontractor's invoices approved by the Contractor which the Engineer certifies to be due in accordance with the subcontract included under the Contract.

**72. Compensation Events**

The following shall be Compensation Events:

- (a) The Employer does not give access to or possession of the Site or part of the Site by the Site Possession Date stated in the GCC Sub Clause 13.1;
- (b) The Employer modifies the Schedule of other Contractors in a way that affects the works of the Contractor under the Contract;
- (c) The Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for

execution of the Works on time;

- (d) The Engineer instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects;
- (e) The Engineer unreasonably does not approve a subcontract to be let, if applicable;
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Notification of Award from the information issued to Tenderers (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site;
- (g) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons;
- (h) Other Contractors, public authorities, utilities, or the Employer do not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor;
- (i) The advance payment is delayed;
- (j) The effects on the Contractor of any of the Employer's Risks;
- (k) The Engineer unreasonably delays issuing a Completion Certificate;
- (l) A situation of Force Majeure has occurred, as defined in GCC Clause 88; and
- (m) Other Compensation Events described in the Contract or determined by the Engineer in the PCC shall apply.

72.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract price shall be increased and/or the Intended Completion Date shall be extended. The Engineer shall decide whether and by how much the Contract price shall be increased and whether and by how much the Intended Completion Date shall be extended, only on justifiably acceptable grounds duly recorded.

72.3 As soon as the Contractor has provided information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost, the Engineer shall assess it, and the Contract price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Engineer shall adjust the Contract price based on the Engineer's own forecast. The Engineer will assume that the Contractor will react competently and promptly to the event.

72.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Engineer.

**73. Adjustments for Changes in Legislation**

73.1 Unless otherwise specified in the Contract, if between the date twenty-eight (28) days before the submission of Tenders for the Contract and the date of the last Completion Certificate, 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 Completion Date and/or the Contract price, then such Completion Date and/or Contract price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

73.2 The Engineer shall adjust the Contract Price on the basis of the change in the amount of taxes, duties, and other levies payable by the Contractor, provided such changes have not already been accounted for in the price adjustment as defined in GCC Clause 74 and/or reflected in the Contract price.

**74. Price Adjustment**

74.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts as certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amount. The generic formula indicated below in the form as specified in the PCC applies:

$$P = A + B (I_m / I_o)$$

where:

**P** is the adjustment factor

**A** and **B** are Coefficients specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract; and

**I<sub>m</sub>** is the Index during the month the work has been executed and **I<sub>o</sub>** is the Index prevailing twenty eight

(28) days prior to the deadline for submission of Tender.

The Indexes to be used is as published by the Bangladesh Bureau of Statistics (BBS) on a monthly basis. In case not available, then other countries or authorities of the sources mentioned in **Appendix to the Tender** may be used.

74.2 If the value of the Index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next or in the final payment certificate. The Index value shall be deemed to take account of all changes in price due to fluctuations.

**75. Retention Money**

75.1 The Employer shall retain from each progressive payment due to the Contractor at the percentage specified in the PCC until completion of the whole of the Works under the Contract.

- 75.2 On completion of the whole of the Works, the first half the total amount retained under GCC Sub Clause 75.1 shall be repaid to the Contractor and the remaining second half after the Defects Liability Period has passed and the Engineer has certified in the form of **Defects Corrections Certificate** as stated under GCC Sub Clause 60.5 that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
- 75.3 On completion of the whole of the Works, the Contractor may substitute an unconditional Bank Guarantee an internationally reputable Bank which has a correspondent Bank located in Bangladesh in the format as specified (**Form PW5-11**) acceptable to the Employer for the second half of the retention money as stated under GCC Sub Clause 75.2.
- 75.4 Deductions of Retention Money shall be applicable in this Contract, if no advance payment has been made to the Contractor and in such case, the provisions under GCC Sub Clauses 79.1 and 79.2 shall be applied.
- 75.5 If the provision of Retention Money is not included in this Contract these Sub Clauses shall not apply except the relevant ones.

## **76. Liquidated Damages**

- 76.1 The Contractor shall be liable to pay Liquidated Damages or in other words the Delay Damages to the Employer at the rate per day as specified in the PCC for each day of delay from the Intended Completion Date, for the uncompleted Works or for any part thereof.
- 76.2 The total amount of Liquidated Damages shall not exceed the amount defined in the PCC.
- 76.3 Once the cumulative amount of Liquidated Damages reaches ten (**10**) percent of the Contract price, the Employer may rescind the Contract, without prejudice to other courses of action and remedies open to it.
- 76.4 The amount of Liquidated Damages may be deducted from any money due or which may become due to the Contractor under the Contract and/or collect such amount of Liquidated Damages from the Retention Money (if any) or other securities posted by the Contractor whichever is convenient to the Employer.
- 76.5 Payment of Liquidated Damages by the Contractor shall not relieve the Contractor from its obligations.
- 76.6 If the Intended Completion Date is extended after Liquidated Damages have been paid, the Engineer shall correct any overpayment of Liquidated Damages by the Contractor by adjusting the next payment certificate.

## **77. Bonus**

- 77.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day if stated in the PCC 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. The

Engineer 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.

## **78. Advance Payment**

- 78.1 The Employer shall make advance payment, if so specified in the PCC, to the Contractor in the amounts and by the dates specified in the PCC against an Unconditional Bank Guarantee issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in the format as specified (**Form PW5-10**) and acceptable to the Employer, of an amount equal to the advance payment.
- 78.2 The Guarantee stated under GCC Sub Clause 78.1 shall remain effective until the advance payment has been repaid by the Contractor, but the amount of the Guarantee shall be progressively reduced by the amounts repaid. No interest will be charged on the advance payment made.
- 78.3 The Contractor shall use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used for such specific purposes by supplying copies of invoices or other documents to the Engineer.
- 78.4 The advance payment shall be repaid by deducting at proportionate rate from payments otherwise due to the Contractor, based on percentages of actually completed Works as specified in the PCC.
- 78.5 Advance payment or its repayment shall not be taken into account in assessing Valuation of work done, Variations or Extra Work Order, Price Adjustments, Compensation Events, Bonuses or Liquidated Damages.
- 78.6 If the repayment of advance payment by the Contractor has not been completed by twenty eight (28) days prior to the expiry date of the Guarantee stated under GCC Sub Clause 78.2, the Contractor shall correspondingly extend the validity of the Guarantee for a period so long the advance payment has been fully repaid.
- 78.7 If the provision of advance payment is not included in this Contract these Sub Clauses shall not apply.

## **79. Performance Security**

- 79.1 Without limitation to provisions of any of these Sub Clauses, whenever the Engineer determines an addition or a reduction to the Contract price as a result of change in cost and/or legislation or a result of Variation or Extra Work Order amounting to more than fifteen (15) percent of the original Contract price, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the amount of the Performance Security furnished at the time of signing of the Contract Agreement by an equal



percentage.

- 79.2 The Performance Security furnished at the time of signing of the Contract Agreement or as determined under GCC Sub Clause 79.1, shall be substituted by a new Security covering fifty (50) percent of the amount of the Performance Security to cover the Defects Liability Period.
- 79.3 The amount of the new Security under GCC Sub Clause 79.1 to be provided by the Contractor shall be calculated based on the final Contract Price and shall cover twenty eight (28) days beyond the Defects Liability Period.
- 79.4 The Employer shall notify the Contractor of any claim made against the Bank issuing the Performance Security.
- 79.5 The Employer may claim against the security if any of the following events occurs for fourteen (14) days or more.
- (a) The Contractor is in breach of the Contract and the Employer has duly notified him or her ; and
  - (b) The Contractor has not paid an amount due to the Employer and the Employer has duly notified him or her.
- 79.6 In the event the Contractor is liable to pay compensation under the Contract amounting to the full value of the Performance Security or more, the Employer may call the full amount of the Performance Security.
- 79.7 The Employer shall not make any claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.
- 79.8 If there is no reason to call the Performance Security, the Performance Security shall be discharged by the Employer and returned to the Contractor not later than twenty-eight (28) days following the date of issuance of Defects **Correction Certificate** of Works by the Engineer as stated under GCC Sub Clause 60.5 or as otherwise specified in the Contract.

## **80. Provisional Sums**

- 80.1 Provisional Sums shall only be used, in whole or in part, in accordance with the Engineer's instructions and the Contract price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed.
- 80.2 Plants, Materials or Services to be purchased by the Contractor under the provisions of GCC Sub Clause 80.1 from Nominated Subcontractor(s) or for meeting the other expenditures under the Contract, and for which there shall be included in the Contract price, the

actual amounts paid or due to be paid by the Contractor, and a sum for VAT, profit and overhead charges, as applicable, calculated as a percentage of these actual amounts by applying the relevant percentage rate as specified in the PCC.

80.3 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation of purchases under GCC Sub Clause 80.2.

#### **81. Day works**

81.1 If applicable, the Day works rates in the Contractor's Tender shall be used for small additional amounts of work only when the Engineer has given written instructions in advance for additional work to be paid for in that way.

81.2 All works to be paid for as Day works shall be recorded by the Contractor on forms approved by the Engineer. Each completed form shall be certified and signed by the Engineer within seven (7) days of the works being done.

81.3 The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

81.4 If Day works is not included in this Contract these Sub Clauses shall not apply.

#### **82. Cost of Repairs to Loss or Damages**

82.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.

### **E. Completion of the Contract**

#### **83. Completion**

83.1 The Contractor shall apply by notice to the Engineer for issuing a Completion Certificate of the Works, and the Engineer shall do so upon deciding that the work is completed.

#### **84. Completion Certificate and Taking Over**

84.1 The Engineer shall, within twenty eight(28) days after receiving the Contractor's application stated under GCC Sub Clause 83.1:

- (a) issue the Completion Certificate to the Contractor, stating the date on which the Works or part thereof were completed in accordance with the Contract, except for any minor outstanding work and defects which may not substantially affect the use of the Works or part thereof for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Completion Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this

Sub Clause.

- 84.2 If the Engineer fails either to issue the Completion Certificate or to reject the Contractor's application within the period of twenty eight (28) days, and if the Works or parts thereof, as the case may be, are substantially in accordance with the Contract, the Completion Certificate shall be deemed to have been issued on the last day of that period.
- 84.3 The Employer shall Take-Over the Site and the Works within seven (7) days of the Engineer issuing a Completion Certificate under GCC Sub Clause 84.1.
- 85. Amendment to Contract**
- 85.1 The amendment to Contract shall generally include extension of time to the Intended Completion Date, increase or decrease in original Contract price and any other changes duly approved under the conditions of the Contract.
- 85.2 The Employer contracting, shall amend the Contract incorporating the required approved changes subsequently introduced to the original terms and conditions of the Contract in line with the Rules, including prior review, where necessary.
- 86. Final Account**
- 86.1 The Contractor shall submit with a detailed account of the total amount that the Contractor considers payable under the Contract to the Engineer before the end of the Defects Liability Period.
- 86.2 The Engineer shall certify the **Final Payment** within fifty six (56) days of receiving the Contractor's account if the payable amount claimed by the Contractor is correct and the corresponding works are completed.
- 86.3 If it is not, the Engineer shall issue within fifty six (56) days a **Defects Liability Schedule** under GCC Sub Clause 60.1 that states the scope of the corrections or additions that are necessary.
- 86.4 If the **Final Account of Works** submitted under GCC Sub Clause 86.1 is unsatisfactory even after it has been resubmitted, the Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.
- 87. As-built Drawings and Manuals**
- 87.1 If "As Built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.
- 87.2 If the Contractor does not supply the Drawings and/or Manuals by the dates specified in GCC Sub Clause 87.1, or they do not receive the Engineer's approval, the Engineer shall withhold a nominal amount specified in the PCC from payments due to the Contractor.
- 88. Force Majeure**
- Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind stated below;
- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies ;

- (b) rebellion, terrorism, sabotage by persons other than the Contractor's personnel, revolution, insurrection, military or usurped power, or civil war ;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's personnel ;
- (d) 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 ;
- (e) acts of the Government in its sovereign capacity and
- (f) natural catastrophes such as fires, floods, epidemics, quarantine restrictions, freight embargoes, cyclone, hurricane, typhoon, tsunami, storm surge, earthquake, hill slides, landslides, and volcanic activities.

**89. Notice of Force Majeure**

- 89.1 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.
- 89.2 The notice under GCC Sub Clause 89.1 shall be given within fourteen (14) days after the party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.
- 89.3 The party shall, having given notice, be relieved from performance of its obligations for so long as such Force Majeure prevents it from performing the works.
- 89.4 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.

**90. Duty to Minimize Delay**

- 90.1 Each party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
- 90.2 A party shall give notice to the other party when it ceases to be affected by the Force Majeure.

**91. Consequences of Force Majeure**

- 91.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Sub Clause 89, and suffers delay and/or incurs cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Sub Clause 99 to:
- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Clause 45, and
  - (b) if the event or circumstance is of the kind described sub-paragraphs (a) to (e) of GCC Sub Clause 88.1 and, in the case of sub-paragraphs (b) to (e), occurs in the Country, payment of any such cost, including the costs of rectifying or replacing

the Works and Physical services damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Clause 37.

91.2 After receiving notice under GCC Sub Clause 89.2, the Engineer shall proceed to determine these matters under the provisions of the Contract.

**92. Force Majeure Affecting Subcontractor**

92.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from Force Majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not be relieved of the Contractor's non- performance or entitle him or her to relief under this Clause.

**93. Optional Termination, and Release**

93.1 If the execution of substantially all the Works in progress is prevented for a continuous period of eighty four (84) days by reason of Force Majeure of which notice has been given under GCC Sub Clause 89, or for multiple periods which total more than one hundred forty (140) days due to the same notified Force Majeure, then either party may give to the other party a notice of termination of the Contract. In this event, the termination shall take effect seven (7) days after the notice is given, and the Contractor shall proceed to cessation of Works and removal of Contractor's Equipment from Site.

**94. Release from Performance**

94.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the parties to be released from further performance of the Contract, then upon notice by either party to the other party of such event or circumstance:

- (a) the parties shall be discharged from further performance, without prejudice to the rights of either party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Sub Clause 96.3 if the Contract had been terminated under GCC Sub Clause 95.3.

## **F. Termination and Settlement of Disputes**

**95. Termination**

**Termination for Default**

- (a) The Employer or the Contractor, without prejudice to any other remedy for breach of Contract, by giving twenty eight (28) days written notice of default to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental

breach of Contract.

- (b) Fundamental breaches of the Contract shall include, but shall not be limited to, the following:
- (i) the Contractor stops work for twenty-eight (28) days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Engineer;
  - (ii) the Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
  - (iii) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
  - (iv) the Engineer gives Notice that the failure to achieve the progress in accordance with the updated Programme of Works by the Contractor is a non-fulfilment of contractual obligations and the Contractor fails to restore it within a reasonable period of time instructed by the Engineer;
  - (v) the Contractor does not maintain a Security, which is required;
  - (vi) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of Liquidated Damages can be paid, as specified in GCC Sub Clause 76;
  - (vii) the Contractor has subcontracted the whole of the Works or has assigned the Contract without the required agreement and without the approval of the Engineer;
  - (viii) the Contractor, in the judgment of the Employer has engaged in practices, as defined in GCC Sub Clause 39, in competing for or in executing the Contract.
- (c) A payment certified by the Engineer is not paid by the Employer to the Contractor within twenty eight (28) days of the date of the Engineer's certificate.

#### 95.2 **Termination for Insolvency**

The Employer and the Contractor may at any time terminate the Contract by giving twenty eight (28) days written notice to the other party if either of the party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.

#### 95.3 **Termination for Convenience**

- (a) The Employer, by giving twenty eight (28) days written notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective. The termination shall take effect twenty eight (28) days after the later dates on which the Contractor receives this notice or the Employer returns the Performance Security.
- (b) The Employer shall not terminate the contract under GCC Sub Clause 95.3 (a) in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor as stated under GCC Sub Clause 95.1(a).

95.4 In the event the Employer terminates the Contract in whole or in part, the Employer shall accept the portion of the Works that are complete and ready for handing over after the Contractor's receipt of notice of termination of the Contract. For the remaining portion of the Works, the Employer may elect:

- (a) to have any portion completed by the Contractor at the Contract terms and prices; and /or
- (b) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Works and for materials and parts previously procured by the Contractor, or
- (c) except in the case of termination for convenience as stated under GCC Sub Clause 95.3 (b), engage another Contractor to complete the Works, and in that case the Contractor shall be liable to the Employer for any cost that may be incurred in excess of the sum that would have been paid to the Contractor, if the work would have been executed and completed by him or her.

95.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as is reasonably possible

**96. Payment upon Termination**

96.1 If the Contract is terminated because of a fundamental breach of Contract under GCC Sub Clause 95.1 by the Contractor, the Engineer shall issue a certificate for the value of the Works done and Plant and Materials ordered less advance payments received up to the date of the issue of the certificate and less the amount from percentage to apply to the contract value of the works not completed, as indicated in the PCC. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

96.2 If the Contract is terminated for the Employer's

convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a payment certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's foreign personnel employed solely on the Works and recruited specifically for the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

96.3 If the Contract is terminated for reasons of Force Majeure, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

- (a) the amounts payable for any work carried out for which unit rates or prices are stated in the Contract;
- (b) the cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) other costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- (d) the cost of removal of Temporary Works and Contractor's Equipment from the Site; and
- (e) the cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.

#### **97. Property**

97.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default stated under GCC Sub Clause 93.1.

#### **98. Frustration**

98.1 If the Contract is frustrated by the occurrence of a situation of Force Majeure as defined in GCC Sub Clause 88, the Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any work carried out afterwards to which a commitment was made.

### **G. Claims, Disputes and Arbitration**

#### **99. Contractor's Claims**

99.1 If the Contractor considers himself to be entitled to any extension of the Completion Time and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Employer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon



as practicable, and not later than twenty eight (28) days after the Contractor became aware, or should have become aware, of the event or circumstance.

- 99.2 If the Contractor fails to give notice of a claim within such period of twenty eight (28) days, the Intended Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim.
- 99.3 Within forty two (42) days after the Contractor became aware or should have become aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed, for settlement.

## **100. Settlement of Disputes**

### **Amicable settlement**

- 100.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

### **Arbitration**

- 100.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation as stated under GCC Clause 100.1, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration in accordance with GCC Sub Clause 100.3, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration.
- 100.3 Arbitration shall be commenced prior to or after execution of the Works under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the PCC.
- 100.4 Notwithstanding any reference to arbitration hereinabove the parties shall continue to perform their respective responsibilities under the Contract unless agreed otherwise and, the Employer shall pay any monies due to the Contractor.

## **101. Packing and Documents**

- 101.1 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.

101.2 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.

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

**102. Amendment to Order**

102.1 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.

102.2 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.

**103. Delivery and Documents**

103.1 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.

103.2 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.

#### **104. Specifications and Standards**

- 104.1 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.
- 104.2 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.
- 104.3 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.
- 104.4 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.

#### **105. Inspections and Tests**

- 105.1 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.
- 105.2 The Supplier shall provide the Purchaser with a report of the results of any such test.
- 105.3 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.
- 105.4 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.
- 105.5 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.
- 105.6 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.

105.7 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.

105.8 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.

**106. Scope of Supply**

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

106.2 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.

**107. Trademark, Patent and Intellectual Property Rights**

107.1 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.**

## Section 4. Particular Conditions of Contract

<i>Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.</i>	
<b>GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>GCC 1.1(l)</b>	The Contractor is <i>[Name, address, and name of authorized representative]</i>
<b>GCC 1.1(v)</b>	The Employer is <b>West Zone Power Distribution Co. Ltd. (WZPDCL)</b> Represented by: <b>Project Director</b> Strengthening Power Distribution System Project (SPDSP), WZPDCL Bidyut Bhaban Campus, Boyra Main Road, Khulna Telephone: +88-041-813803 Fax No. : + 88-041-731786 <b>Sub-station:</b> Also means Plant. <b>Supplier:</b> Also means Contractor for the Supply of Goods and related Services. <b>Subcontractor</b> means a person or corporate body, who has a contract with the Supplier to carry out a part of the work.
<b>GCC 1.1(w)</b>	The Engineer is Superintending Engineer, Planning and Development, WZPDCL, HQ, Khulna.
<b>GCC 1.1(gg)</b>	The original Contract price is <i>[insert the amount in the NOA]</i>
<b>GCC 1.1(dd)</b>	The Intended Completion Date for the whole of the Works shall be 240 days from the date of contract signing.
<b>GCC 1.1(nn)</b>	The Site is located at Khulna
<b>GCC 1.1(qq)</b>	The Start Date shall be the Date of contract signing.
<b>GCC 1.1(vv)</b>	The Works consist of As mentioned in Section 6. Scope of works and Bill of Quantities, Section 7, General Specification (Technical) and Section 8, Guaranteed Technical Particulars (GTP) Section 9, Drawing.
<b>GCC 2.5</b>	The Sectional Completion Dates are: <b>Not Applicable</b>
<b>GCC 3.1</b>	The Employer's address for the purpose of communications under this contract is : Contact person: Project Director Strengthening Power Distribution System Project (SPDSP), WZPDCL Bidyut Bhaban Campus, Boyra Main Road, Khulna Telephone: +88-041-813803 Fax No. : + 88-041-731786  The Contractor's address for the purpose of communications under this contract is : Contact person: Address

	<p>s: Tel:</p> <p>Fax:</p> <p>e-mail address:</p>
<b>GCC 6.1 (j)</b>	<p>Other documents forming part of the Contract are;</p> <p>All correspondences between Procuring Entity and contractor prior to signing of the contract agreement.</p>
<b>GCC 9.1</b>	<p>A Contractor or a Subcontractor that is a national of, or registered in, the following countries are not eligible:</p> <p>Israel and countries having no diplomatic relation with Bangladesh.</p>
<b>GCC 9.2</b>	<p>Materials, Equipments Plants and supplies shall not have their origin in the following countries:</p> <p>Israel and countries having no diplomatic relation with Bangladesh.</p>
<b>GCC 13.1</b>	<p>Possession of the Site or part(s) of the Site, to the Contractor shall be given on the following date(s);</p> <p>Within 15 days from the date of contract signing.</p>
<b>GCC 18.1</b>	<p><b>Bangladesh Income tax and VAT for Income Earned in Bangladesh:</b></p> <p>The Contractor shall be entirely liable to pay <b>Income Tax</b> on Contract price for both of Foreign &amp; Local currency (i.e CIF, Works, Service and Erection &amp; Commissioning) according to the Income Tax ordinance 1984 at the prevailing rate (the date of tender submission) of the Govt. (at present 7.5%) which shall be deducted at source at the time of payment of bills for onward deposition of the same into Government Treasury. In case of any change of tax rate on the date of payment that will be in account of employer.</p> <p>The contractor shall also be liable to pay VAT arising out of this contract price both foreign and local currency (Except CIF) portions according to the VAT Act. 1991 at the prevailing rate (the date of tender submission) of the Government (at present 6%) which shall be deducted at source at the time of payment of bill for onward deposition of the same into Govt. Treasure. In case of any change of Vat rate on the date of payment that will be account of employer.</p> <p>The Board shall pay all VAT on CIF portion at the payment stage.</p> <p><b>Foreign country Taxes and Permits</b></p> <p>The Contractor shall pay all sales, income and other taxes and duties, tariffs and imports 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 this 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 that country to Bangladesh.</p> <p><b>For Contractor's equipment, materials imported on re-exportable basis</b></p> <p>The Contractor shall be entirely responsible for all Bangladesh Custom and Import duties, VAT, taxes and all other levies imposed under applicable law of Bangladesh for Importation of Contractor's Construction equipment, tools and materials required for implementation of the contract in Bangladesh which shall be imported on the condition to be exported after completion of the work, if the same are not exempted from such taxes, VAT &amp; levies. The Board shall assist to the contractor to obtain exemption from NBR [National Board of Revenue]</p>

	<p>for import of the contractor's equipment and materials on the basis of re-export.</p> <p><b>Import duty, vat, taxes, levies and other taxes for permanent materials of the project.</b></p> <p>The WZPDCL shall pay all Bangladesh Customs and duties, VAT, Taxes, and all other liabilities arising from the Importation of all permanent Materials and equipments under the contract.</p>
	<p>The Contractor shall obtain all import permits or licenses required for any part of the work within the terms stated in the program or if not so stated, in reasonable time having regard to the time for delivery of the work and the time for completion. <b>The Board shall pay all Bangladesh customs and import duties, VAT, taxes and all other levies arising from the importation of all permanent materials and equipments (on CIF Value)</b> under the contract, The Board shall provide its extreme effort to pay such taxes in a timely manner to avoid any extra cost thereon. The contractor shall submit to the owner 5 (five) copies of non-negotiable shipping document ahead of shipment for arranging payment of such taxes and clearing the materials in time. The Board shall not bear any expenditure on account of import of cement, if any, by the Contractor. Normally, equipment and materials that will be incorporated in the permanent works shall be transported by vessel. If the Contractor decides to air freight any items, the excess freight beyond freight of vessel or excess inland transportation or any other additional cost on account of air freight shall be borne by the Contractor.</p>
	<p><b>C&amp;F:</b></p> <p>Manufacturer/supplier/contractor shall be entirely responsible for clearing the material/equipment. through their appointed clearing agent (including necessary payment to them), Submission of tax assessment report from custom authority to Deputy Manager (Accounts),SPDSP, WZPDCL, Khulna ahead of time period to avoid any sorts of demurrage. On presentation of assessment report from custom authority, concerned Deputy Manager (Accounts),SPDSP, WZPDCL, Khulna will make arrangement for payment to custom authority. all charges related to tax assessment &amp; Clearing shall be borne by the contractor if necessary.</p>
<b>GCC 19.1</b>	<p>Following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor;</p> <p>As mentioned in the offer or Personnel having experience in similar work.</p>
<b>GCC 21.1</b>	<p>a) Nominated Subcontractor named in the Contract shall be entitled to execute the specific components of the Works shall be stated below:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> </ol> <p>The Contractor shall not be under obligations to employ a Nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars while there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength, or does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, or does not accept to enter into a subcontract which specifies that, for the subcontracted work including design, if any, the Nominated Subcontractor shall undertake to the Contractor such obligations and liabilities as will enable the contractor to discharge his or her liabilities under the Contract. Subcontracting shall in no event relieve the Contractor from any of its obligations, duties, responsibilities, or liability under the Contract and all Subcontractors shall comply with the provisions of all clauses in GCC.</p> <p>b) From the Start Date until the Defects Correction Certificate has been issued the risks of personal injury, death, and loss of or damage to property including without limitation, the Works, Plant, Materials, and Equipment, which are not Employer's risks are Contractor's risks.</p>

	<p>d) If, as a result of an examination, inspection, measurement or testing, of Works it is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Works by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected Works subsequently complies with the Contract.</p> <p>e) The Contractor Shall be responsible for the proper fencing, lighting, guarding and watching of all the Work on the Site until Taking over and for the proper provision during a like period of temporary roadways, footways, guards, and fences as far as the same may be deemed necessary by reason of the Work for the accommodation and protection of the Board and occupiers of adjacent property, the public and others.</p>
<b>GCC 23.1</b>	The Contractual matters between the Procuring Entity and the Contractor shall be decided by Consignee.
<b>GCC 37.1</b>	<p><b><u>CONTRACTOR'S OBLIGATION TO INSURENCE</u></b></p> <p>The Contractor shall provide to the Board and the Engineer copies of Policy or policies of insurance, undertaken by the Contractor for detailed scrutiny and approval. The Board may accept or reject any company policy or section thereof which in the Board's opinion does not meet the intent of Clause "INSURANCE". The contractor shall provide draft copies of his proposed contracts of insurance to the Board immediately after such insurance come into effect.</p> <p>The Board reserves the right to affect the insurance referred to in this Clause at his own cost and under his own arrangement, in which case this Clause shall not be applicable. The Tenderer shall therefore, quote separately the cost of Insurances referred to in the appropriate spaces provided for in the Schedule of Prices.</p> <p>In case the Insurances are arranged by the Board, the Contract Price shall be adjusted accordingly. All insurance Policies shall provide that the insurance shall not without approval of the Board, be cancelled reduces, restricted, or changed in any way without "at least fifteen{15} days' written notice being given to the Board and sent by registered mail to the head office of the WZPDCL, in the event of any such cancellation, reduction, restriction or change in any insurance, the Contractor shall immediately replace such insurance. If the Contractor shall fail to effect and keep in force the insurance or any other insurance which he may be required to effect under the term of the Contract or if he should fail to provide evidence of this insurance being kept in effect then and in such case the Board will effect and keep in force any such insurance and pay such premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the Board from any monies due or that may become due to the Contractor or recover the same as a debt due from the Contractor. It is expressly provided that any action on the part of the WZPDCL in this respect will in no way change or reduces the Contractor's responsibilities and liabilities under this Contract.</p> <p>The minimum insurance cover shall be 110% (Hundred Ten). The insurance policy would be furnished from Bangladesh Sadharan Bima Corporation.</p> <p>The Supplier shall secure and maintain throughout the duration of the contract insurance of such types and in such amounts as may be necessary to protect himself and the interest of Purchaser against hazards of risk or loss at Supplier's cost.</p> <p>Failure of the Supplier to maintain such coverage shall not relieve him of any contractual responsibility or obligations for transportation and ocean cargo insurance from port of loading to port of unloading and from warehouse to warehouse in Bangladesh.</p> <p>As Marine insurance as well as Local Insurance shall be from M/S. Sadharan Bima Corporation, 139, Motijheel Commercial Area, Dhaka, Bangladesh and the cost shall be paid by Supplier/Contractor.</p>



	Shipment of goods in any chartered vessel over 15(fifteen) years of age and shipment of goods in the Deck are prohibited.	
	<p><b>1. INSURANCE</b></p> <p>The Contractor shall arrange the following insurance except "Workmen's compensation Insurance for the Contractor's expatriate personnel" from M/S Bangladesh Sadharan Bima Corporation in the joint name of the WZPDCL and Contractor and Policies to be taken in foreign currency and local currency wherever necessary and the payment of premium shall be made by the Contractor.</p> <p><b>2. MARINE INSURANCE</b></p> <p>Insurance of equipment/Spare parts/materials/ Vehicles and other goods covering all risks including war, strike, riots, civil commotion from the port of shipment to the port of discharge transit after discharge to the Site, and ware-houses to warehouse anywhere in Bangladesh.</p> <p>The Contractor shall promptly furnish one set of shipping documents, a copy of bill of lading, invoice packing list etc, of each consignment direct to the Deputy Manager (Accounts),SPDSP, WZPDCL, Khulna well in time of the shipment of goods indicating the contract number and name of the insurer. If they fail to comply with this instruction they will be held responsible to compensate the losses if any arising out of the non-compliance of this conditions.</p> <p><b>3. ERECTION INSURANCE</b></p> <p>"Builder's risk Insurance" and "Erection Insurance' and or "Structural Insurance" including third party liabilities wherever considered necessary by the Contractor and approved by the Board.</p> <p><b>4. TRANSPORT LIABILITY INSURANCE</b></p> <p>Comprehensive water crafts if necessary automobile insurance on motor vehicles to be used by the Contractor during the working period in Bangladesh.</p> <p><b>5. WORKMEN'S COMPENSATION INSURANCE</b></p> <p>The Contractor shall procure and maintain Workman's Compensation Insurance for all expatriate personnel employed by the Contractor for services in Bangladesh and shall provide for such employees other insurance benefits such as it customarily provides for overseas assignments of its other employees.</p> <p><b>6. REPLACEMENT AND REPAIR UNDER INSURANCE</b></p> <p>The Contractor shall follow customary insurance claim procedures in seeking to effect recovery under the applicable insurance coverage, of the costs of repair or replacement of any materials lost or damaged in shipment or handling, replacement shipments for materials being replaced or materials that has been returned to the country of origin for repair shall be shipped at no charge to the Board. However, any costs for custom duties, taxes, and import licenses under an insurances claim will be borne by the Contractor. The contractor shall in no way withhold the project works/ supplies / services for finalization of the insurance claimed, if any.</p>	
	The minimum insurance cover shall be:	
	(a)	The maximum deductible for insurance of the Works and of Plant and Materials is 5%
	(b)	The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is 110% of the value of the works, plant and materials.
	(c)	The minimum cover for loss or damage to Equipment is 110% of the replacement value of the equipment.

	(d)	The maximum deductible for insurance of Equipment is 7% of the sum Insured.
	(e)	The minimum cover for other property is 10% of the Contract Price.
	(f)	The maximum deductible for insurance of other property is 7% of sum insured.
	(g)	The minimum cover for personal injury or death: (i) For the Contractor's employees is as per the law and common practice in Bangladesh. (j) and for third parties is as per the law and common practice in Bangladesh.
<b>GCC 40.1</b>		Commencement Date of Works shall be as follows; the date of contract Signing.
<b>GCC 42.1</b>		The Contractor shall submit a Programme for the Works within <i>15 (Fifteen)</i> days of signing the Contract.
<b>GCC 42.2</b>		The period between Programme updates is monthly.
<b>GCC 42.3</b>		The amount to be withheld for late submission of an updated Programme is: As decided by the Consignee.
<b>GCC 60.2</b>		<p>The Defects Liability Period is: <b>24(Twenty four) months</b> from Intended Completion Date of the Works (the date of issuance of Provisional Acceptance Certificate/ Taking Over Certificate (TOC)).</p> <p>The Defects Liability/ Warranty shall cover the following:</p> <p>The contractor warrants that each item of equipment/ Materials and work furnished under this contract will be specified and will be free from defects in design to the extent the contractor is responsible for design, workmanship and material. The warranties contained in the contract document are in lieu of any other warranties made by contractor with respect to the equipment, material &amp; work. If within the warranty period set forth below any part of the material or work fails to meet the warranty WZPDCL will notify the contractor shall promptly correct any defect including non-conformance with specifications by adjustment, repair or replacement of any and all defective parts or materials.</p> <p>Unless otherwise specified the Defects liability period/ warranty period hereunder shall begin from the date of issuance of Provisional Acceptance Certificate (PAC)/Taking Over Certificate (TOC) by WZPDCL and shall end after 24 (twenty) months of operation until final acceptance.</p> <p>The contractors shall pay all costs for correction of defects including shop and field labour and supervision, transportation, parts, supplies, and all tackles and special tools.</p> <p>The contractors will be given an opportunity to check the existence of defects and he shall promptly do the correction within reasonable time. This section states the limit of contractors liability for defects for which he is responsible.</p> <p>When it is necessary to dismantle the piping, ducts, machinery, equipments or other work furnished or performed by the contractor in order to obtain access to the work , the cost of all such dismantling and reassembling will paid by the contractor.</p> <p>The contractor shall extend the provisions of this warranty to cover all repaired and replacement parts furnished under the Warranty provisions for a period of <b>24 (twenty)</b> months of operation from the date of repair, replacement , commissioning thereof.</p> <p>If within twenty <b>(20)</b> days after WZPDCL gives the Contractor notice of a defect,</p>

	<p>the Contractor neglects to make or undertake with due diligence to make the necessary corrections, WZPDCL is hereby authorized to make the corrections himself or order the work to be done by a third party and cost of the corrections shall be paid by the Contractor. WZPDCL will be permitted to make repairs or replacements on equipment without affecting the warranty or without prior notice to the Contractor so long as the repairs or replacements involve the correct installation of spares. WZPDCL shall also be permitted to adjust or test equipment as outlined in instruction manuals provided by the manufacturer.</p> <p>In the case of an emergency where in the judgment of WZPDCL 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 WZPDCL or a third party chosen by WZPDCL 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 WZPDCL, 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 provision of the Defects Liability Period to cover all repaired and replacement parts furnished under the Defects Liability Period.</p>
<b>GCC 62.1</b>	<p>The Contract Price is <u>USD/GBP/EUR/JPY</u> <i>[insert amount]</i> and/or delete not appropriate</p> <p><u>BDT</u> <i>[insert amount]</i> <i>Delete if not appropriate</i></p> <p><i>[amount shall be the same as stated in the NOA; Form PW5-7]</i></p>
<b>GCC 69.1</b>	<p>Payments under this Contract shall be effected in the currency of the Tender for Foreign Currency and in Taka for local currency.</p> <p>(a) Payment of foreign currency portion shall be made through Letter of Credit (L/C) opened in favor of the Supplier in a schedule Bank of Bangladesh. The charges within Bangladesh for establishment of the L/C shall be borne by WZPDCL but the L/C charges outside Bangladesh shall be borne by the Contractor. The Contractor shall have to bear all such charges both inside and outside Bangladesh in case of extension of L/C if done at the request of the contractor.</p> <p>(b) Payment of Local currency portion shall be made direct through transfer of fund to Contractor's account or through cheque. Payment shall be made direct through Consignee.</p>
	<p><b><u>1. Payment for Goods supplied from abroad (Form PG4-3B):</u></b></p> <p><b>i) Advance Payment : Not Applicable</b></p> <p><b>ii) On Shipment:</b> Sixty (60) percent (%) of the foreign currency Price of the Goods shipped shall be paid through letter of credit opened in favour of the Contractor in a bank in its country, upon submission of documents specified in GCC Clause 103.2 and issuance of payment advice by the Consignee.</p> <p><b>iii) On Acceptance:</b></p> <p><b>a) On R&amp;I Report:</b> Twenty (20) percent (%) upon presentation of WZPDCL's "Receiving cum Inspection Report" for each consignment delivered at site and a claim bill duly verified by consignee certified by the Engineer and issuance of payment advice by the Consignee.</p>
	<p><b>b) On Provisional Acceptance Certificate (PAC):</b> Ten (10) percent (%) upon issuance of Provisional Acceptance Certificate specified in GCC Clause 83.1 and a claim bill duly verified by consignee certified by the Engineer and issuance of payment advice by the Consignee supported by the Provisional Acceptance Certificate.</p>
	<p><b>c) On Final Acceptance Certificate (FAC):</b> Ten (10) percent (%) upon issuance of</p>

	<p>Final Acceptance Certificate specified in GCC Clause 84.1 and a claim bill duly verified by consignee certified by the Engineer and issuance of payment advice by the Consignee supported by the Final Acceptance Certificate (FAC).</p> <ul style="list-style-type: none"> <li>• Partial Shipment is allowed. Partial payment against on Shipment is allowed.</li> <li>• Transshipments allowed as and when/where required as per prior approval of the procuring entity.</li> <li>• Third Party B/L shall be allowed as and when/where required as per prior approval of the procuring entity.</li> </ul> <p><b>Payment for Local currency part of Goods supplied from abroad :</b>  Hundred (100) percent (%) Payment of local currency portion shall be made in Bangladesh Taka within thirty (30) days of presentation of claim bill duly verified by consignee, certified by the Engineer and issuance of payment advice by the Consignee supported by the Provisional Acceptance Certificate (PAC) declaring that the Goods have been delivered and that all other contracted Related Services have been performed.</p> <p><b>Note: The Port handling charges and Inland Transportation shall be paid at actual but not exceeding the quoted amount.</b></p>
	<p><b>2) Payment of Foreign &amp; Local currency portion of Goods supplied from Bangladesh shall be made in the following manner(PG4-3A):</b></p> <p><b>i) Advance Payment :</b> Not Applicable</p> <p><b>ii) On Delivery:</b> Eighty (80) percent (%) of the Contract Price of the Goods delivered shall be paid within thirty (30) days of submission of documents specified in GCC Clause 103.2 and a claim bill duly verified by consignee certified by the Engineer and issuance of payment advice by the Consignee supported by the Satisfactory R&amp;I Report issued by the Consignee.</p>
	<p><b>iii) On Acceptance:</b></p> <p><b>a) On Provisional Acceptance Certificate (PAC):</b> Ten (10) percent(%) upon issuance of Provisional Acceptance Certificate specified in GCC Clause 83.1 and a claim bill duly verified by consignee certified by the Engineer and issuance of payment advice by the Consignee supported by the Provisional Acceptance Certificate (PAC).</p> <p><b>b) On Final Acceptance Certificate (FAC):</b> Ten (10) percent(%) upon issuance of Final Acceptance Certificate specified in GCC Clause 84.1 and a claim bill duly verified by consignee certified by the Engineer and issuance of payment advice by the Consignee supported by the Acceptance Certificate (FAC).</p> <p><b>BANKING CHARGES:</b></p> <p>a) Letter of Credit opening and other charges including amendment charges within Bangladesh shall be borne by WZPDCL and those outside Bangladesh shall be borne by the supplier.</p> <p>b) The supplier shall have to bear all such charges both inside and outside Bangladesh in case of extension of L/C if done at the request of the supplier.</p>
	<p><b>3) Payment for works and Service (Foreign currency part and local currency part):</b></p> <p><b>i) Advance Payment:</b> Not Applicable</p> <p><b>ii) On monthly progress:</b> Eighty (80) percent (%) payment upon monthly progress according to the progress of the service work at site and provided that the Related Services works are performed satisfactorily and in accordance with the stipulations of the Contract documents against submission of invoices/claim bill duly verified by consignee certified by the Engineer and issuance of payment advice by the Consignee.</p> <p><b>iii) On Provisional Acceptance Certificate (PAC):</b> 10% (Ten percent) upon issuance</p>


	<p>of the Provisional Acceptance Certificate after successful completion of commissioning and handing over against submission of invoices/claim bill duly verified by consignee certified by the Engineer and issuance of payment advice by the Consignee.</p> <p><b>iv) On Final Acceptance Certificate (FAC):</b> Ten (10) percent (%) upon issuance of Final Acceptance Certificate and a claim bill duly verified by consignee certified by the Engineer and issuance of payment advice by the Consignee.</p> <p><b>BANKING CHARGES:</b></p> <p>a) Letter of Credit opening and other charges including amendment charges within Bangladesh shall be borne by WZPDCL 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 extension of L/C if done at the request of the supplier.</p>
	<p><b>Procedure for progress payment against service</b></p> <p>On or about the first day of each month the contractor will prepare a bill in prescribed form the value (As per Breakdown estimate) of the service done up-to such date. The estimated cost of service which, do not conform to the specification will be deducted from the billed amount. Payment will be made to the contractor as stipulated above. Such intermediate payment shall be regarded as payment by way of advance against the final payment for work actually done and shall not preclude the requiring of bad ,unsold and imperfect work to be removed reconstructed. Such payments shall not be considered as admission that the contract performance has been completed nor shall it indicate the accruing or any claim, or shall it conclude, determine or affect in any way the powers of WZPDCL under this Contract to final settlement and adjustment of the account or any other way vary affect the contract.</p>
	<p><b>Contractor's Breakdown Estimate</b></p> <p>The Contractor shall prepare and submit to the Consignee for approval a breakdown estimate for and covering each lump-sum price stated in the contract. The break down estimate, showing the value of each kind of service shall be certified by consignee and approved by the engineer before any partial payment estimate is prepared .Such items as bond premium, temporary facilities and plant may be listed separately in the breakdown estimate, provided that their cost can be substantiated.</p> <p>The sum of the items listed in any breakdown estimate shall equal the Contract lump-sum price or prices, overhead and profit shall not be listed as separate items.</p>
<p><b>GCC 69.3</b></p>	<p>The particulars of the Bank Account nominated are as follows :</p> <p>Title of the Account : [insert title to whom the Contract awarded]</p> <p>Name of the Bank : [insert name with code, if any]</p> <p>Name of the Branch : [insert branch name with code ,if any]</p> <p>Account Number : [insert number]</p> <p>Address : [insert location with district]</p> <p>Tel:</p> <p>Fax:</p> <p>e-mail address:</p> <p><i>[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Employer]</i></p>
<p><b>GCC 70.2</b></p>	<p>The Contractor shall be entitled to receive financing charges for delayed payment</p>

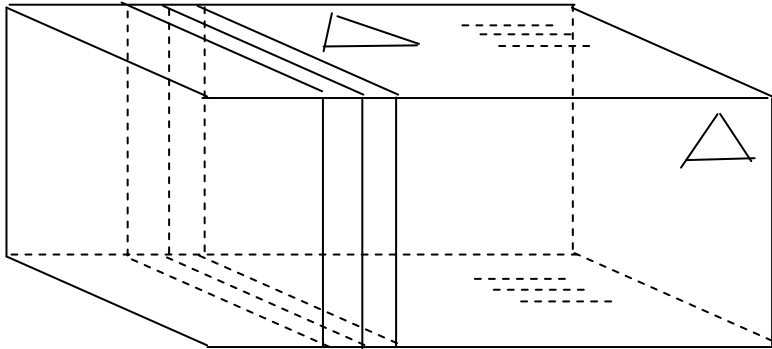
	during the period of delay at the annual rate of interest of [insert rate] ; <b>Not Applicable</b> [usually London Inter Bank Offered Rate (LIBOR) plus 2 percent]
<b>GCC 72.1(m)</b>	The following additional events shall also be the Compensation Events: <b>None</b>
<b>GCC 74.1</b>	The Contract is not subject to price adjustment.
<b>GCC 75.1</b>	The proportion of payments to be retained is <b>None</b> .
<b>GCC 76.1</b>	<p>The amount of Liquidated Damages or in other words Delay Damages for the uncompleted Works or any part thereof is 0.10 of ONE (1) percent of its Contract price per day of delay.</p> <p><b><u>Guide to application of GCC Sub Clause 76.1 above</u></b></p> <p><i>[ Liquidated damages is equivalent to an amount to be determined in accordance with the following formula</i></p> $T_{LD} = V_{UW} \times P \times n$ <p><b>Where;</b></p> <p><math>T_{LD}</math> = Total amount of Liquidated Damages</p> <p><math>V_{UW}</math> = Value of Uncompleted Works (i.e. works not having been completed as of the expiry of the Intended Completion Date plus the works completed after the expiry of the Intended Completion Date). <math>V_{UW}</math> shall be calculated by deducting the value of the completed works under the Contract from the total Contract price</p> <p>P = Percent-rate at which the Liquidated Damages shall be imposed for every day of delay</p> <p>n = No of days of delay for completion of works under the Contract]</p>
<b>GCC 76.2</b>	The maximum amount of Liquidated Damages for the uncompleted Works or any part thereof is 10 (ten) percent of the final Contract price of the whole of the Works.
<b>GCC 77.1</b>	The Bonus for the whole of the Works is None. The maximum amount of Bonus for the whole of the Works is None.
<b>GCC 78.1</b>	The Advance Payment shall be: None.
<b>GCC 78.4</b>	Repayment of Advance Payment shall be at the rate of [insert percentage] from the progressive payments of invoices. <b>Not Applicable</b>
<b>GCC 80.2</b>	The percentage for adjustment of Provisional Sums is None.
<b>GCC 83.1</b>	<p><b>PROVISIONAL ACCEPTANCE CERTIFICATE (PAC)</b></p> <p>The work shall not be considered as complete until a PAC has been issued for the work, signed and dated by the Acceptance Committee constituted by the WZPDCL and the Engineer and delivered to the Contractor with a copy to the WZPDCL. The PAC will be issued ( by the WZPDCL) only after commissioning of each substation (within 12 months) has been carried out by a team of representatives of the Contractor, the Engineer and the members of the acceptance committee of the WZPDCL, 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.</p>
<b>GCC 84.1</b>	<p><b>FINAL ACCEPTANCE CERTIFICATE (FAC)</b></p> <p>The work shall not be considered as completed until a Final Acceptance Certificate (FAC) is signed and issued by the consignee and the Engineer 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 consignee latest twenty eight (28) days after the expiration of the Defects liability period or if different</p>

	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 work to be made good is completed to the satisfaction of the Consignee/Project Manager and the competent Authority.
<b>GCC 87.1</b>	The date by which “ <b>as-built</b> ” drawings are required is before within one month from the date of PROVISIONAL ACCEPTANCE CERTIFICATE (PAC).  The date by which operating and maintenance manuals are required is: Within one month from the date of PAC. All documents including Drawings/Testing Report/Operational/Maintenance Manual must be submitted in English language.
<b>GCC 87.2</b>	The amount to be withheld for failing to produce “ <b>as-built</b> ” drawings and/or operating and maintenance manuals by the date required is: No money will be withheld but FAC shall not be issued until the submission of “ <b>as-built</b> ” drawings and/or operating and maintenance manuals.
<b>GCC 96.1</b>	The percentage to apply to the contract value of the works not completed, representing the Employer’s additional cost for completing the uncompleted Works is twenty (20) percent.
<b>GCC 100.3</b>	The rules of procedure for arbitration proceedings shall be as follows:
	i) In the case of a dispute between the Employer and the <b>foreign Contractor</b> ,  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 <b>United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976</b> as at present in force.  OR  All disputes arising in connection with the present Contract shall be finally settled under the <b>Rules of Conciliation and Arbitration of the International Chamber of Commerce</b> by one or more arbitrators in accordance with the said rules.
	ii) In the case of a dispute between the Employer and the <b>national Contractor</b> , in particular, the arbitration shall be conducted in accordance with the <b>Arbitration Act (Act No 1 of 2001) of Bangladesh</b> as at present in force and in the place President of the Institution of Engineers, Bangladesh.
<b>GCC 101.2</b>	The packing, marking and documentation within and outside the packages shall be: AS per Sub-Section 7.7: Supplementary information, Section; 7: Technical Specification. Other than this the packing, marking and documentation inside and outside the packages shall be:  A complete packing list indicating the content of each package shall be enclosed in a waterproof envelopes and shall be secured to the outside of the packing Case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:  Name and address of Procuring Entity 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>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All material used for packing shall be environmentally neutral.</p> <p>Additional markings and documentation within and outside the packages shall be:</p>
	<ol style="list-style-type: none"> <li>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. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights, shall take into consideration, where appropriate, the remoteness of final destination of the supply and the absence of heavy handling facilities at all points in transit.</li> <li>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 and in any subsequent instructions ordered by the Purchaser.</li> <li>3) The supplier shall provide such crate for shipment of goods as to protect the equipment and materials.</li> <li>4) Delivery of the goods shall be made by the Supplier in accordance with the terms and conditions of the contract and the goods shall remain at the risk of the Supplier until delivery has been completed. Delivery shall be considered to have been completed when the last consignment to be delivered are accepted and taken over by the Purchaser at the final destination. All transportation, insurance and other costs incurred in delivering the goods to the final destination shall be entered in the Tenderer's price schedule.</li> <li>5) The Supplier warrants that the goods supplied under the Contract are new and unused of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.</li> <li>6) The Supplier further warrants that all goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except in so far as the design or material 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 the conditions obtaining in the country of final destination.</li> <li>7) No goods should be shipped, without prior instruction from the Engineer</li> <li>8) Purchaser. In cases, where the goods have been passed inspection but the Contractor from the Engineer/Purchaser has not received the instruction of delivery within one month from the date of inspection, the contractor may proceed with the shipment. In case of ex-factory basis delivery for domestic goods, the purchaser shall arrange to lift the goods from the specified place of the factory/warehouse within 30 (thirty) days after the date of inspection/ acceptance certificate issued by the Purchaser.</li> <li>8) All air cargoes destined for the site shall be landed at Hazrat Shahjalal International airport of Dhaka as specified in Tender Document.</li> <li>9) Any items liable to be damaged in transit shall be effectively protected and securely fixed in their cases. All lists of over 1(one) ton shall be marked to show where slings should be placed.</li> <li>10) The Contractor shall give complete shipping information concerning the weight, size, content of each package including any other information the Purchaser or</li> </ol>



	<p>the Engineer may require.</p> <p>11) All materials used in packing are to comply with the relevant Bangladesh regulations. Adequate protection and precautions are to be taken to exclude termites or other vermin, noxious insects, larva or fungus from the packing materials or plant. All contents are to be clearly marked for easy identification against the packing list.</p> <p>12) All galvanized ferrous materials shall, in any case, not be touched with water and shall not be handled with any chemical products during transportation to prevent the corrosive effect to the galvanized surface.</p>
	<p>13) The Supplier shall pack and crate all goods for export to a tropical, humid climate and for ocean transport and in accordance with internationally accepted export practice and such a manner as to protect it from damage and deterioration in transit by truck, rail and sea. The contractor shall be held responsible for and make good any and all damages costs involved due to improper and inadequate packing. Each box or other unit of shipment shall be eligible and properly marked in addition to the usual contractor's marking code. Detailed instructions for marking shown are given in tender document and such marking shall be written either on the box itself or on a metallic tag for drums, steel section etc. strongly attached to the Equipment.</p> <p>14) Two bands red and green, each 25 mm ( 1 inch ) wide or combined width not exceeding one- quarter the length of the package shall be painted around the package as shown in figure.</p> <p>15) The following monogram, measuring about one quarter of the side of the package shall also be painted in red on at least two sides of the package.</p> <div style="display: flex; align-items: center; justify-content: center;">  <div style="margin-left: 20px;"> <p><b>WEST ZONE POWER DISTRIBUTION CO. LTD.</b> (An Enterprise of Bangladesh Power Development Board)</p> </div> </div> <p>16) All equipment are to be packaged in bundles and labelled for the appropriate town according to the list that will be provided to the successful Tenderer for each lot. Any items liable to be damaged in transit shall be effectively protected and securely fixed in their cases. All lifts of over 2 tones shall be marked to show where slings should be placed. All identification marks on the outside of cases are to be waterproof and permanent and as shown in Figures.</p>
	<p>17) All delicate electrical equipment shall be adequately sealed and desiccating agents used where necessary to prevent damage from condensation. All equipment shall be packed and protected bearing in mind that it will be shipped to a tropical zone and that a considerable period may elapse between its arrival on site and its unpacking.</p> <p>18) Underground cables and overhead conductors shall be delivered wound on strong Aluminum or wooden drums. Drums with an outside diameter not exceeding 2.5 meters and an outside width exceeding 1.4 meters shall not be used except with the Engineers approval. The central hole of the drums shall be reinforced to fit an axle size 95mm diameter. The interior of the conductor drums shall be lined with bituminous paper to prevent the conductor from being in contact with the Aluminium or timber. Waterproof paper and felt lining shall overlap at seams by at least 20mm and the seams shall be sealed.</p> <p>19) Drums shall be adequately protected by securely fastening substantial wooden battens around the periphery. These battens shall be secured by</p>

	<p>means of hoop metal bindings to approval.</p> <p>20) Cables and conductors shall be securely fastened around the periphery of the drum. Cables shall be supplied with both ends properly capped and protected against damage. Each drum and one of each cable length shall bear a metal label detailing manufacturers name, specified voltage and type of conductor. Cables drums shall be treated in an approved manner to resist termite and fungus attacks and shall be suitable for outside storage for a minimum period of five years in an equatorial climate without undue deterioration. The leading end of cable on cable drums shall be the 'A' end as defined in BS 6480.</p>
	<p>21) The inner cable end attached to the drum shall be capped and sealed in such a manner that core screening and sheath are able to be measured from the outer cable and without removing the inner end cap. The thread of bolts used to strengthen the cable drums shall be pinned in such a way that the nut can be lightened but cannot be readily removed.</p> <p>22) Other electrical equipment items shall be packed for transport to site so that they are protected against the climatic conditions and handling to which they may be subjected in transit and in storage at the site. They shall be enclosed in planked wooden boxes with hoop metal bindings with ends sealed. Bindings shall be of rust less material.</p> <p>23) The Supplier shall pack and crate all Equipment for export to a tropical humid climate and for ocean transport and in accordance with internationally accepted export practice and in such a manner as to protect it from damage and deterioration in transit by truck, rail and sea. The supplier shall be held responsible for and make good any and all damage costs involved due to improper and inadequate packing.</p> <p>24) Each box or other unit of shipment shall be legible and properly marked in addition to the usual Suppliers marking code. Detailed instruction for marking as shown in Figure shall be written either on the box itself or on a metallic tag for drum, steel section etc. Strongly attached to the Equipment..</p> <p>25) Contents of cases are to be bolted securely or fastened in position with struts or cross battens and not with wooden chocks wedged in place unless otherwise firmly fastened. All struts or cross battens are preferably to be supported by cleats fixed to the case, above and below, to form edges on which the batten may rest. Open cases shall not be used. Where parts are required to be bolted to m the sides of the case, large washers are to be used to distribute the pressure and the timber is to be strengthened by means of a pad.</p> <p>26) All cases shall be clearly identified giving particulars of manufacturers name and type of equipment.</p> 
<p><b>GCC 103.1</b></p>	<p>As specified in section 6, Schedule of requirements and the goods and related services mentioned in the price schedules (FromPWG4-3A,3B,3C &amp; 3D), Section 7: Technical section &amp; Section 8: Guaranteed Technical Particulars to complete Sub-station at rated capacity.</p>

	<p>For the successful completion to complete Sub-Station at rated capacity in this turnkey contract, if any goods or services are required, which are not included in section-6: Schedule of requirements, Section 7: Technical section &amp; Section 8:</p> <p>Guaranteed Technical Particulars and In the price schedules, the Supplier will be responsible for the delivery of those goods, works and related services within the Contract Price.</p>
	<p>a) All materials used In packing are to comply with the relevant Bangladesh regulations. Adequate protection and precautions are to be taken to exclude termites or other vermin, noxious insects, larva or fungus from the packing materials or plant. All contents are to be clearly marked for easy identification against the packing list.</p> <p>b) All galvanized ferrous materials shall, in any case, not be touched with water and shall not be handled with any chemical products during transportation to prevent the corrosive effect to the galvanized surface.</p> <p>c) The Supplier shall pack and crate all goods for export to a tropical, humid climate and for ocean transport and in accordance with internationally accepted export practice and such a manner as to protect it from damage and deterioration in transit by truck, rail and sea. The contractor shall be held responsible for and make good any and all damages costs Involved due to improper and inadequate packing. Each box or other unit of shipment shall be eligible and properly marked in addition to the usual contractor's marking code. Detailed instructions for marking shown are given in tender document and such marking shall be written either on the box itself or on a metallic tag for drums, steel section etc. strongly attached to the Equipment</p>
GCC103.1	<p>No goods will be shipped without prior instruction from the Consignee.</p> <p><b>Delivery and Documents:</b></p> <p>1. Delivery of the goods shall be made by the Supplier In accordance with the terms and the goods shall remain at the risk of the Supplier until delivery has been completed. Delivery shall be considered to have been completed when the last consignment to be delivered are accepted and taken over by the Purchaser at the final destination (project site). All transportation, insurance and other costs incurred in delivering the goods to Port of landing up to the final destination is included in the Contract price.</p> <p><b>Incomplete Delivery:</b></p> <p>i) The Supplier shall be responsible for any shortages in supply when the contents of the cases do not comply with the manifests, for which claim documents will be prepared in the English language by the Purchaser and submitted to the Supplier for the necessary action.</p> <p>ii) Compliance with specification: Notwithstanding any descriptive literature, drawings or illustrations which may have been submitted with the Tender, all details other than those shown on the Schedule will be deemed to be in accordance with the Specification and the Standard specifications and codes referred to in the Specification. Apart from those shown in the Schedule any departures from the specification are to be made with prior written approval of the Purchaser. The documentary evidence of the equipment's conformity to the Tender Document may be in the form of literature, drawings and date, and shall furnish. A detailed description of the equipment essential technical and performance characteristics like specification, drawings; A list, giving full particulars, including available sources and current prices, of all spare parts,</p>

	<p>special tools, etc., necessary for the proper and continuing of the equipment for a period of 10(ten) years; A clause-by-clause commentary on the specifications demonstrating the equipment's statement of deviations and exceptions to the provisions of the Specifications and Details containing the name of the manufacture of type of trade name, reference of all equipment and materials, which shall be firm. The words "equivalent" "similar" etc. for specifying equipment and materials shall not be considered acceptable.</p> <p>iii) Storage of the materials: After the goods under this contract arrive in Bangladesh, the Supplier will store Goods, equipment and other equipment &amp; materials to the store designated by Consignee. The storing facilities are the responsibility of the Supplier. Any damage to the equipment facility will be the responsibility of the contractor.</p> <p>iv) Rejection: In the event any of the Equipment supplied by the Contractor is found defective prior to the issue of R &amp; I report or Provisional Acceptance Certificate (PAC) or otherwise not in conformity with the requirements of the Contract, the Purchaser or the Engineer shall have the right to either reject the Equipment or request the Supplier in writing to rectify/ replace the equipment. The Supplier shall with utmost diligence and at his own expense replace the defective equipment or rectify the defect as the case may be. If the Supplier fails to comply within 30 (Thirty) days after having been informed, the Purchaser has the option to replace or rectify such defective equipment and charge the Supplier the extra cost plus 15% (fifteen percent) of the total cost.</p> <p>(a) In the event the Supplier is not able to rectify or replace the rejected equipment within reasonable time, the Purchaser reserves the right to recover any money due as a result of rejection and to terminate the Contract for default as provided in the contract.</p> <p>(b) Acquire the said Goods at a reduced price considered equitable under the circumstances.</p>
<p><b>GCC 103.2</b></p>	<p>Details of shipping and documents to be furnished by the Supplier shall be:</p> <p><b>“For Goods supplied from abroad as per INCOTERM CIF or CIP”:</b></p> <p>Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by fax or telex: the full details of the shipment including Contract number, description of Goods, quantity, the bill of landing number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:</p> <ul style="list-style-type: none"> <li>i) 7 (Seven)Copies of the Supplier's invoice showing goods description, quantity, unit price, total amount;</li> <li>ii) Original and 6 (six) copies of the negotiable, clean, on-board bill of lading marked “freight prepaid and ..... copies of non-negotiable bill of lading;</li> <li>iii) 7 (Seven) copies of packing list identifying contents of each package;</li> <li>iv) 7 (Seven) copies of Insurance certificate;</li> <li>v) 7 (Seven) copies Certificate of origin;</li> <li>vi) 7 (Seven) copies of Manufacturer's or supplier's warranty certificate;</li> <li>vii) 3 (three) copies of Inspection certificate, issued by the nominated</li> </ul>

	<p>inspection agency and the Supplier's factory inspection report ;</p> <p>viii) Shipping advice issued by the Consignee;</p> <p>ix) Freight Memo/Truck Challan;</p> <p>The Employer/Consignee shall receive the above documents at least one week 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.</p> <p>The Employer/Consignee shall receive the above documents before the arrival of the goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>[Note 2: The above requirements should be reviewed by a Employer/Consignee on a case-by-case basis, with amendments being made necessary.]</p> <p>3) The Employer/Consignee shall receive the above documents at least one week before arrival of Goods at the port and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>4) The negotiable sets of documents shall be originals signed by the Supplier. The Commercial Invoice is to show material value plus freight as applicable.</p>												
	<p><b>Shipping Documents</b></p> <p>The Employer/Consignee shall receive the shipping documents at the latest one-week before arrival of cargoes at the airport of Dhaka or any sea/land port of entry in Bangladesh.</p> <p>The shipping documents shall be supplied to as follows:</p> <table border="1" data-bbox="384 1173 1430 1397"> <tr> <td>1</td> <td>Executive Director (Finance), WZPDCL, Khulna</td> <td>2 (Two) sets</td> </tr> <tr> <td>2</td> <td>Project Director Strengthening power Distribution System project, ,WZPDCL, Khulna</td> <td>2 (Two) sets</td> </tr> <tr> <td>3</td> <td>Deputy General manager(Accounts),WZPDCL, Khulna</td> <td>2 (Two) sets</td> </tr> <tr> <td>4</td> <td>Manager(Accounts), Strengthening power Distribution System project, ,WZPDCL, Khulna</td> <td>2 (Two) sets</td> </tr> </table> <p>No goods should be shipped or delivered without prior instruction (shipping advice) from the Employer/Consignee.</p>	1	Executive Director (Finance), WZPDCL, Khulna	2 (Two) sets	2	Project Director Strengthening power Distribution System project, ,WZPDCL, Khulna	2 (Two) sets	3	Deputy General manager(Accounts),WZPDCL, Khulna	2 (Two) sets	4	Manager(Accounts), Strengthening power Distribution System project, ,WZPDCL, Khulna	2 (Two) sets
1	Executive Director (Finance), WZPDCL, Khulna	2 (Two) sets											
2	Project Director Strengthening power Distribution System project, ,WZPDCL, Khulna	2 (Two) sets											
3	Deputy General manager(Accounts),WZPDCL, Khulna	2 (Two) sets											
4	Manager(Accounts), Strengthening power Distribution System project, ,WZPDCL, Khulna	2 (Two) sets											
	<p><b>For Goods from within the Purchaser's country as per INCOTERM EXW:</b></p> <p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Employer/Consignee and send the following documents to the Employer/Consignee:</p> <ul style="list-style-type: none"> <li>(a) 7 copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount;</li> <li>(b) 7 copies delivery note, railway receipt, or truck receipt;</li> <li>(c) 3 copies Manufacturer's or Supplier's warranty certificate;</li> <li>(d) 7 copies inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and</li> <li>(e) 7 copies certificate of origin.</li> </ul> <p>The Employer/Consignee, shall receive the above documents before the arrival</p>												

	<p>of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p> <p>[Note 2: The above requirements should be reviewed by a Employer/Consignee on a case-by-case basis, with amendments being made necessary.]</p>
<p><b>GCC 105.1</b></p>	<p><b>Witnessing of the manufacturing process and tests of the equipment at manufacturer's works including transfer of technical know-how.</b></p> <p>During test, transfer of Technology and Technical know-how regarding spares, parameters and testing procedure including familiarization/ testing of equipments to WZPDCL Engineers is to be performed as per Section 7: Technical Section. The supplier shall bear the round air tickets, hotel accommodations, per diem allowances, internal transportations and out of pocket expenses @ US\$ 100.00 per person per day for 07 days (excluding travel time) for the witnessing of manufacturing process and tests of concerned equipment at manufacturer's works.</p> <p>Two Engineering Team (nominated by the Purchaser) will participate on the quality acceptance test (QAT) for the offered equipment at the manufacturer's plant and confirm their quality as per specification. The Purchaser's nominated "Engineering Team" consists of at least 2 (two) Engineers in each team shall have the witness of the QAT of the goods on the manufacturer's premises.</p> <p>Such witness/inspection shall not relieve the supplier from any obligation to supply the goods in accordance with contract document. For foreign manufacturer, Invitation letter from the manufacturer should be submitted to the purchaser at least 02(two) months prior to the schedule date of the witness and tests. For manufacturer inside Bangladesh Engineering Teams for Witnessing of the manufacturing process and tests of the Goods at manufacturer's works including transfer of technical know-how shall be same as stated above.</p> <p><b>Post Landing Inspection:</b></p> <p>a) Post Landing Inspection shall be done after arrival of the goods at <b>Final destination</b>. The post landing inspection shall be intimated to the representative of Supplier. The program of such inspection shall be intimated to the representative of contractor/supplier by WZPDCL upon arrival of the goods at Final destination store of WZPDCL. R&amp;I Report will be issued after post landing inspection.</p> <p>b) The purchaser has right to inspect, test and where necessary, reject the Goods arrival in purchaser's store shall in no way be limited or waived by reason of the goods having previously been tested and passed by the manufacturer/ supplier.</p> <p>c) Nothing in this clause shall in any way release the supplier from any warranty or other obligation under the provisions of the contract/ purchase order.</p>
<p><b>GCC 109</b></p>	<p><b>Approval of the Design, Drawing, Specification &amp; Guaranteed Technical Particulars (GTP):</b></p> <p>Design, Drawing, Specification &amp; GTP/ Engineering Data etc, shall be submitted to the Project Director, SPDSP, WZPDCL by the Supplier for approval, prior to the manufacturing of the goods. The Supplier shall have to submit 3 (three) sets of the same for approval within <b>15 (fifteen) days</b> from</p>

	<p>the date of signing Contract. Only Original copy shall be submitted (photocopy / scanned copy will not be allowed).</p> <p>One copy of Design, Drawing, Specification &amp; GTP/ Engineering Data shall be returned to the Supplier marked "APPROVED" or "APPROVED AS NOTED" or "RETURNED FOR CORRECTION" within <b>14 (Fourteen) days</b> after receipt from the Supplier and if not returned within <b>14 (Fourteen) days</b> after receipt by the Engineer, the Suppliers shall notify Engineer of such fact, and if the Design, Drawing, Specification &amp; GTP/ Engineering Data still have been not returned within <b>7(Seven) days</b> after notice, the Supplier may proceed as if Design, Drawing, Specification &amp; GTP/ Engineering Data have been returned approved. When the Design, Drawing, Specification &amp; GTP/ Engineering Data are returned marked "APPROVED AS NOTED" or "RETURNED FOR CORRECTION" the</p> <p>corrections or changes shall be made and 3 (three) revised copies shall be submitted to the Engineer. One copy of the revised Design, Drawing, Specification &amp; GTP/ Engineering Data will be returned to the Supplier by <b>7(Seven) days</b> from the receipt of the same with due approval, if re-submitted Design, Drawing, Specification &amp; GTP/ Engineering Data are in line with the earlier comments of the Engineer and satisfy contract specification.</p> <p>The Contractor shall submit Specification and Drawings showing the proposed Temporary works to the engineer, who is to approve them, if they comply with the Specification and Drawings.</p> <p>The Contractor shall be responsible for design of this works.</p> <p>All Drawings prepared by the Contractor for the execution of the Temporary or Permanent works, are subject to prior approval by the Engineer before their use.</p> <p>The Engineer's approval shall not alter the Contractor's responsibility for design of the Temporary works.</p> <p>The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.</p>
<p><b>GCC 110 CLEAN UP OF SITE</b></p>	<p><b>110.1</b> The Contractor shall clean the working areas periodically of all trash and waste Materials and shall maintain the Site in a neat and orderly condition throughout the construction period. The Engineer shall have the right to determine what is waste material or rubbish and the manner and place of disposal. On or before the completion of the Work the Contractor shall, without charge therefore, carefully clean out all pits, pipes, chambers or conduits, and shall tear down and remove all temporary structures built by him, and shall remove all rubbish of every kind from the tracts or grounds which he has occupied and shall leave them in first class condition. In the event that the Contractor fails to comply with the cleanliness requirement or to perform the cleanup work assigned to him by the Board. the Board will reserve the right to hire another contractor to perform the necessary cleaning work and the Contractor shall reimburse the Board or the cost of all such cleanup work.</p>
<p><b>GCC 111 Release of Liability</b></p>	<p><b>111.1</b> The acceptance by the contractor of the last payment shall operate as, and shall be, a release to the COMPANY and every officer, agent and employee thereof, from all claims and liability hereunder for anything done or furnished for or relating to the work, or for any act or neglect of the COMPANY or of any person relating to or the affecting the work.</p> <p>The last payment by the COMPANY to the Contractor shall constitute</p>

	<p>final acceptance of all work performed under this Contract and shall release the Contractor and his surety, from all contractual liabilities and responsibilities to the COMPANY except these liabilities assumed under the warranty clause PCC [GCC 33.3] of these Special Conditions or arising out of hidden defects.</p> <p>In the event a suit were to be instituted in Bangladesh against the BOARD and the contractor as defendants neither shall be released from his respective liabilities under this contract.</p>
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## Appendix to the Tender

[In Tables below, the Procuring Entity shall indicate the source and base values with dates of Indexes, unless otherwise instructed to be quoted by the Tenderer, for the different Cost Components and mention its Weightings or Coefficients]

**Table 1.1: Price Adjustment Data**

[ITT Sub Clause 23.11: To be provided by the Procuring Entity]

**Not Applicable**

Index Descriptions	Base Value	Sources of Index

**Note:**

1. The sources of Indexes and its values with dates shall be Bangladesh Bureau of Statistics (BBS) unless otherwise mentioned by the Procuring Entity or instructed to be quoted by the Tenderer.
2. The Procuring Entity may require the Tenderer to justify its proposed Indexes, if quoted by the Tenderer.
3. The Base Value of the Indexes shall be those prevailing twenty eight (28) days prior to the deadline for submission of the Tenders.

## Table 1.2: Price Adjustment Data

[GCC Sub Clause 74.1: To be provided by the Procuring Entity]

**Not Applicable**

Item Group	Bill No. if applicable	Index Descriptions	Coefficients or Weightings for non-adjustable Cost Component	Coefficients or Weightings for adjustable Cost Components										Total	
				a	b	c	d	e	f	g	h	i	j		
															1
															1
															1
															1
															1
															1

**Note:**

The Weightings or Coefficients of the Cost Components shall be mentioned by the Employer based on the proportion of components involved in the work items caused to be impacted by rise and fall in its prices.

## Section 5. Tender and Contract Forms

Form	Title
	<b>Tender Forms</b>
<b>PW5 – 1A</b>	Tender Submission Letter (To be Submitted with Technical Proposal)
<b>PW5 – 1B</b>	Tender Submission Letter (To be Submitted with Financial Proposal)
<b>PW5 – 2</b>	Tenderer Information Sheet
<b>PW5 – 3</b>	JVCA Partner Information (if applicable)
<b>PW5 – 4</b>	Subcontractor Information (if applicable)
<b>PW5 – 5</b>	Personnel Information
<b>PG4 – 3A, 3B, 3C</b>	Price Schedule for Goods
<b>PG4 – 3D</b>	Price Schedule for Related Services
<b>PG4 – 4</b>	Specifications Submission and Compliance Sheet
<b>PG4 – 5</b>	Manufacturer's Authorisation Letter
<b>PW5 - 6</b>	Bank Guarantee for Tender Security
<b>PG4 – 11</b>	Deviation List
	<b>Contract Forms</b>
<b>PW5 – 7</b>	Notification of Award
<b>PW5 – 8</b>	Contract Agreement
<b>PW5 – 9</b>	Bank Guarantee for Performance Security
<b>PW5 –10</b>	Bank Guarantee for Advance Payment (if applicable)
<b>PW5 –11</b>	Bank Guarantee for Retention Money Security (when this option is chosen)
<b>PG4 - 12</b>	Warranty Certificate

Forms **PW5-1** to **PW5 -6**, **PW5 – 12**, **PG4 – 3A, 3B, 3C** and **PG4 – 4 – 5, 11** comprises part of the Tender Format and should be completed as stated in ITT Clause 20.

Forms **PW5-7** to **PW5 -11** & **PG4 – 12** comprises part of the Contract as stated in GCC Clause 6.

**Tender Submission Letter (Form PW5 – 1A)**  
**(To be submitted with technical Proposal)**

*[This letter shall be completed and signed by the Authorised Signatory preferably 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 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 29.2) 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 Sub Clause 31.2) and valid for a period of twenty eight (28) days beyond the Tender validity date;
- (c) if our Tender is accepted, we commit to furnishing a Performance Security within the time stated under ITT Sub Clause 62.2 in the amount stated in the Tender Data Sheet (ITT SubClauses 61.2 and 61.3) and in the form specified in the Tender Data Sheet (ITT Sub Clause 62.1) valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the Works;
- (d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*; including Addendum to Tender Document 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 has been issued]*;
- (e) we, including as applicable, any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender process, have nationalities from eligible countries, in accordance with ITT Clause 5;
- (f) we are submitting this Tender as a sole Tenderer in accordance with ITT Sub Clause 36.3  
or  
we are submitting this Tender as the partners of a JVCA, comprising the following other partners in accordance with ITT Sub Clause 36.4;

	Name of Partner	Address of Partner
1		
2		
3		
4		

- (g) *we are not a Government owned entity as defined in ITT Clause 5.*  
or  
*we are a Government owned entity, and we meet the requirements of ITT Clause 5.;*
- (h) we, including as applicable any JVCA partner, 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 Clause 5;
- (i) we, including as applicable any JVCA partner or Specialist Subcontractor for any part of the contract resulting from this Tender process, have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices in accordance with ITT Clause 5;
- (j) furthermore, we are aware of ITT Clause 4 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 Works, in accordance with ITT Clause 14, to the following Specialist Subcontractor(s);

Activity or part of the Works	Name of Specialist Subcontractor with Address

- (l) we, including as applicable any JVCA partner, confirm that we do not have a record of poor performance, such as abandoning the works, not properly completing contracts, inordinate delays, or financial failure as stated in ITT Clause 5, and that we do not have, or have had, any litigation against us, other than that stated in the Tenderer Information (**Form PW5-2**);
- (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 constitute the acceptance of our Tender and shall become a binding Contract between us, until a formal Contract is prepared and executed;
- (n) we, including as applicable any JVCA partner, confirm that we do not have a record of insolvency, receivership, bankrupt or being wound up, our business activities were not been suspended, and it was not been the subject of legal proceedings in accordance with ITT Clause 5;
- (o) we, including as applicable any JVCA partner, confirm that we have fulfilled our obligations to pay taxes and social security contributions applicable under the

relevant national laws and regulations of Bangladesh in accordance with ITT Clause 5;

- (p) we understand that you reserve the right to reject all the Tenders or annul the Tender proceedings, without incurring any liability to Tenderers, in accordance with ITT Clause 57.

Signature:

*[insert signature of authorised representative of the Tenderer]*

Name:

*[insert full name of signatory with National ID Number]*

In the capacity of:

*[insert capacity of signatory]*

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

*[If there is more than one (1) signatory, or in the case of a JVCA, add other boxes and sign accordingly].*

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

## Tender Submission Letter (Form PW5 – 1B)

(To be submitted with Financial Proposal)

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

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

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

In accordance with ITT Clauses 22 and 23, the following prices and discounts apply to our Tender:

The Tender Price is: *Taka [state amount in figures]*  
(ITT Sub-Clause 23.1) *and Taka[state amount in words]*

Mandatory Spare parts Price *Taka [state amount in figures]*  
(If economic Factor is applicable) *and Taka[state amount in words]*  
(ITT Sub-Clause 52.2 (f) & 52.5 (b))

The unconditional discount for being *Taka [state amount in figures]*  
awarded more than one lot in this *and Taka[state amount in words]*  
package is:  
(ITT Sub-Clause 23.8)

The methodology for Application of the *[state the methodology]*  
discount is:  
(ITT Sub-Clause 23.9)

The advance payment is: *[state the amount based on*  
(GCC Sub-Clause 27.1) *percentage of the Tender Price]*

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 29.2) 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 31.2) 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 within the time stated under ITT Sub Clause 62.2 in the amount stated in the Tender Data Sheet (ITT SubClauses 61.2 and 61.3) and in the form specified in the Tender Data Sheet (ITT Sub Clause 62.1) valid for a period of twenty eight (28) days beyond the date of issue of the Completion Certificate of the Works;

(d) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]*; including Addendum to Tender Document 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 has 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;

(f) we are submitting this Tender as a sole Tenderer in accordance with ITT Sub Clause 36.3

or

we are submitting this Tender as the partners of a JVCA, comprising the following other partners in accordance with ITT Sub Clause 36.4;

	Name of Partner	Address of Partner
1		
2		
3		
4		

(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 on charges of engaging in corrupt, fraudulent, collusive or coercive 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 authorised representative of the Tenderer]*

Name:

*[insert full name of signatory with National ID]*

In the capacity of:

*[insert designation of signatory]*

Duly authorised 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 authorising the above signatory(ies) to commit the Tenderer, in accordance with ITT Sub-Clause 34.3;

## Tenderer Information (Form PW5-2)

*[This Form should be completed only by the Tenderer, preferably on its Letter-Head Pad]*

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)]*

1. Eligibility Information of the Tenderer [ITT Clauses 5& 25]	
1.1	Nationality of individual or country of registration
1.2	Tenderer's legal title
1.3	Tenderer's registered address
1.4	Tenderer's legal status <i>[complete the relevant box]</i>
	Proprietorship
	Partnership
	Limited Liability Concern
	Government-owned Enterprise
	Others <i>[please describe, if applicable]</i>
1.5	Tenderer's year of registration
1.6	Tenderer's authorised representative details
	Name
	National ID number, if any
	Address
	Telephone / Fax numbers
	e-mail address
1.7	Litigation [ITT Cause 13]
	Information on non-performance of contract and pending litigation furnished in <b>PW5-12</b>
1.8	Tenderer to attach photocopies of the original documents mentioned aside
	<i>[All documents required under ITT Clauses 5 and 25]</i>
The following two information are applicable for national Tenderers	

1.9	Tenderer's Value Added Tax Registration (VAT) Number		
1.10	Tenderer's Tax Identification Number(TIN)		
[The foreign Tenderers, in accordance with ITT Clause 5, shall provide evidence by a written declaration to that effect to demonstrate that it meets the criterion]			
2. Qualification Information of the Tenderer [ITT Clause12]			
2.1	General Experience in Construction Works of Tenderer		
	Start Month Year	End Month Year	Years
	Contract No and Name of Contract Name and Address of Employer Brief description of Works		Role of Tenderer [Prime/Sub /Management]
2.2	Specific Experience in Construction Works of Tenderer Completed Contracts of similar nature, complexity and methods/construction technology		
	Contract No	[ insert reference no] of [ insert year]	
	Name of Contract	[insert name]	
	Role in Contract <i>[tick relevant box].</i>	Prime Contractor	Subcontractor
	Award date	[insert date]	
	Completion date	[insert date]	
	Total Contract Value	[insert amount]	
	Procuring Entity's Name Address Tel / Fax <u>e-mail</u>		
	Brief description with justifications of the similarity compared to the Employer's requirements	[state justification in support of its similarity compared to the proposed works]	
2.3	Average annual construction turnover [ITT Sub Clause12.2] <i>[total certified payments received for contracts in progress or completed for each year of works in progress or completed; using selling exchange rate quoted by the source being Bangladesh Bank on the date reported, if applicable]</i>		
	Year	Amount & Currency	<u>USD/GBP/EUR/JPY Equivalent</u> delete not appropriate
2.4	Existing commitments and works [targeted to be completed by the Intended Completion Date of the proposed works; ITT Sub		

Clause 12.2]				
	Name of Contract Contract No [reference] of [year] Name of Employer Contact Address Tel/fax e-mail		Target Completion Date	Value of Existing Commitments and Works
				Amount & Currency
				<u>USD/GBP/EUR/JPY</u> delete not appropriate <b>Equivalent</b>
2.5 Financial Resources available to meet the construction cash flow [ITT Sub Clause 12.2]				
	No	Source of Financing	Amount Available	
			Amount & Currency	<u>USD/GBP/EUR/JPY</u> delete not appropriate <b>Equivalent</b>
In order to confirm the above statements the Tenderer shall submit , as applicable, the documents mentioned in ITT Clause 28.				
2.6 Contact Details [ITT Clause 28]				
Name, address, and other contact details of Tenderer Bankers and other Employer(s) that may provide references, if contacted by this Employer				
2.7 Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Clause 28]				
	Position Name Years of General Experience	Years of Specific Experience		
<i>[Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PW5-5)]</i>				
2.8 Major Construction Equipments proposed to carry out the Contract [ITT Clause 28]				
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, lessor or seller)	
<i>[Tenderer to list details of each item of major construction equipment, as applicable]</i>				

## JVCA Partner Information (Form PW5-3)

*[This Form should be completed by each JVCA partner].*

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)]*

1. Eligibility Information of the JVCA Partner <i>[ITT Clauses 5&amp; 25]</i>	
1.1	Nationality of Individual or country of Registration
1.2	JVCA Partner's legal title
1.3	JVCA Partner's registered address
1.4	JVCA Partner's legal status <i>[complete the relevant box]</i>
	Proprietorship
	Partnership
	Limited Liability Concern
	Government-owned Enterprise
	Other (please describe, if applicable)
1.5	JVCA Partner's year of registration
1.6	JVCA Partner's authorised representative details
	Name
	National ID number, if any
	Address
	Telephone / Fax numbers
	e-mail address
1.7	Litigation <i>[ITT Cause 13]</i>
	Information on non-performance of contract and pending litigation furnished in <b>FormPW3-12</b>
1.8	JVCA Partner to attach copies of the original documents mentioned aside  <div style="text-align: right;"><small><i>[All documents required under ITT Clauses 5 and 25]</i></small></div>
The following two information are applicable for national JVCA Partners only	
1.9	JVCA Partner's Value Added Tax Registration (VAT) Number
1.10	JVCA Partner's Tax Identification Number(TIN)
[The foreign JVCA Partners, in accordance with ITT Clause 5, 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 joint ventured [ITT Clause 13]					
Elements of Activity			Brief description of Activity		
3. Qualification Information of the JVCA Partner [ITT Clause 12]					
3.1 General Experience in Construction Works of JVCA Partner					
Start Month Year	End Month Year	Years	Contract No and & Name of Contract Name and Address of Procuring Entity Brief description of Works		Role of JVCA Partner [Prime/Sub /Management]
3.2 Specific Experience in Construction Works of JVCA Partner Completed Contracts of similar nature, complexity and methods/construction technology					
Contract No		[ insert reference no] of [ insert year]			
Name of Contract		[insert name]			
Role in Contract [tick relevant box]		Prime Contractor	Subcontractor	Management Contractor	
Award date		[insert date]			
Completion date		[insert date]			
Total Contract Amount		[insert amount]			
If partner in a JV, specify participation of the total Contract Amount		_____ %	Amount & Currency [insert amount] <u>USD/GBP/EUR/JPY</u> Equivalent [insert amount] delete not appropriate		
Employer's Name Address Tel / Fax <u>e-mail</u> Brief description with justifications of the similarity compared to the Employer's requirements		[state justification in support of its similarity compared to the proposed works]			
3.3 Average annual construction turnover [ITT Sub Clause 12.2] <i>[total certified payments received for contracts in progress or completed for each year of works in progress or completed; using selling exchange rate quoted by the source being Bangladesh Bank on the date reported, if applicable]</i>					
Year	Amount & Currency		<u>USD/GBP/EUR/JPY</u> <b>Equivalent</b> delete not appropriate		

3.4	Existing commitments and works [targeted to be completed by the Intended Completion Date of the proposed works; ITT Sub Clause 12.2]		
	Name of Contract Contract no [reference] of [year] Name of Employer Contact Address Tel/fax e-mail	Target Completion Date	Value of Existing Commitments and Works
			<b>Amount &amp; Currency</b> <u>USD/GBP/EUR/JPY</u> delete not appropriate <b>Equivalent</b>
3.5	Financial Resources available to meet the construction cash flow [ITT Sub Clause 12.2]		
	No	Source of financing	Amount available
			<b>Amount &amp; Currency</b> <u>USD/GBP/EUR/JPY</u> delete not appropriate <b>Equivalent</b>
	In order to confirm the above statements the JVCA Partner shall submit, as applicable, the documents mentioned in ITT Clause 28.		
3.6	Contact Details [ITT Clause 28]		
	Name, address, and contact details of Tenderer's Bankers and other Employer(s) that may provide references if contacted by this Employer		
3.7	Qualifications and experience of key technical and administrative personnel proposed for Contract administration and management [ITT Clause 28]		
	Position Name Years of General Experience	Years of Specific Experience	
	<i>[Tenderer to complete details of as many personnel as are applicable. Each personnel listed above should complete the Personnel Information (Form PW5-5)]</i>		
3.8	Major items of Construction Equipment proposed for carrying out the works [ITT Clause 28]		
	Item of Equipment	Condition (new, good, average, poor)	Owned, leased or to be purchased (state owner, leaser or seller)
	<i>[Tenderer to list details of each item of Major equipment, as applicable]</i>		

\_\_\_\_\_  
Signature  
(Name of Authorized Signatory of the JVCA Partner)

## Specialist Subcontractor Information (Form PW5-4)

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

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)]*

1. Eligibility Information of the Subcontractor [ITT –Clauses 5& 25]		
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	Attach copies of the following original documents	All documents to the extent relevant to ITT Clause 5 and 25 in support of its qualifications
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 Clause 5, 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 Clause 14]		
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 Employer	
	Contact Person and Contact details	
	Type of Work Performed	

\_\_\_\_\_  
Signature and Name of Authorized Signatory of the Proposed Sub-Contractor



## Personnel Information (Form PW5-5)

*[This Form should be completed for each person proposed by the Tenderer on Form PW5-2& PW5-3, where applicable]*

<b>Name of the Tenderer:</b>	<i>[insert Title]</i>
<b>Invitation for Tender No:</b>	<i>[indicate IFT No]</i>
<b>Tender Package No</b>	<i>[indicate Package No]</i>
<b>This Package is divided into the following Number of Lots</b>	<i>[indicate number of Lot(s)]</i>

<b>A. Proposed Position (tick the relevant box)</b>			
<input type="checkbox"/> <b>Construction Engineer</b>	<input type="checkbox"/> <b>Prime Candidate</b>	<input type="checkbox"/> <b>Alternative Candidate</b>	
<input type="checkbox"/> <b>Key Personnel</b>	<input type="checkbox"/> <b>Prime Candidate</b>	<input type="checkbox"/> <b>Alternative Candidate</b>	
<b>B. Personal Data</b>			
<b>Name:</b>			
<b>Date of Birth:</b>			
<b>Years overall experience:</b>			
<b>National ID Number:</b>			
<b>Years of employment with the Tenderer:</b>			
<b>Professional Qualifications:</b>			
1.			
<b>C. Present Employment <i>[to be completed only if not employed by the Tenderer]</i></b>			
<b>Name of the Employer:</b>			
<b>Address of the Employer:</b>			
<b>Present Job Title:</b>			
<b>Years with the present Employer:</b>			
<b>Tel No:</b>	<b>Fax No:</b>	<b>e-mail address:</b>	
Contact <i>[manager/personnel officer]</i> :			
<b>D. Professional Experience</b>			
Summarise professional experience over the last twenty (20) 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			

\_\_\_\_\_  
(Name and Signature of the Proposed Personnel)

**Price Schedule for Goods (Form PG4-3A) for Khulna GIS SS**

**[ Group A Tenders: Goods Manufactured in Bangladesh ]**

<b>Invitation for Tender No:</b> 27.22.4785.700.50.040.18.1112		<b>Date:</b> 31.12.2018	
<b>Tender Package No:</b> GD14		<b>Package Description:</b> Supply, Delivery, Installation, Testing and Commissioning of <b>Khulna 33/11 kV, 2x20/26.66 MVA GIS new</b> Substation on Turnkey basis.	
<b>Tender Lot No:</b>		<b>Lot Description:</b> N/A	
<b>Name of The Work :</b> Supply, Delivery, Installation, Testing and Commissioning of <b>Khulna 33/11 kV, 2x20/26.66 MVA GIS new</b> Substation on Turnkey basis.			

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 Taka.]	EXW price per Line Item  (Col. 4 × 5) [FC or Taka.]	Inland transportation, Insurance and other local costs for the delivery of the Goods to their final destination  [Taka]	Cost of local labour, raw materials and components from with origin in Bangladesh	VAT Payable on account of Supplier if the Contract is awarded  [Taka]	Total Price per line item  (Col. 6+7)	
									FC	Taka
1	Supply of 33/11 kV, 20/26.66 MVA Power Transformer complete with all accessories (As per Scope of Works, Technical Specification and GTP)	Set	2							
2	Supply of 33 kV, GIS Indoor Switchgear 06 units with 2500A bus having breaker and cubicles for 02 Incoming & 01 Outgoing (1600A) feeder with Line PT, Bus Coupler with Riser-1no. (2000A), Transformer feeder- 2 nos. (1250A) and cubicles for 33 kV Bus PT-2sets, Station Auxiliary Transformer panel -01 sets with 33 kV Protection Control and Metering (PCM) in same 33kV GIS Panel (As per Scope of Works, Technical Specification and GTP)	Set	1							
	a) 33kV Line Incoming (1600A) feeder with Line PT- 2 Nos.									
	b) 33kV Line Outgoing (1600A) feeder with Line PT- 1 No.									
	c) 33kV Bus Coupler with Riser (2000A)- 1 No.									
	d) 33kV Transformer feeder (1250A)- 2 Nos.									

1	2	3	4	5	6	7	8	9	10
3	Supply of 11kV GIS Switchgear panel of 2500A bus along with 13 units breaker and cubicles 2 incoming (2000A) including 11kV Bus PT-2 sets, 01 bus coupler with riser (2000A), 10 outgoing feeder (630A) breaker, 11kV Protection Control and metering in the same breaker panel (As per Scope of Works, Technical Specification and GTP)	Set	1						
	a) 11kV Line Incoming (2000A) feeder with Line PT- 2 Nos.								
	b) 11kV Bus Coupler with Riser (2000A)- 1 No.								
	c) 11kV Outgoing feeder (630A)- 10 Nos.								
4	Supply of Station Auxiliary Transformer 33/0.4 kV, 200kVA (As per Scope of Works, Technical Specification and GTP)	Nos.	1						
5	Supply of AC Distribution Panel with interlocking (As per Scope of Works, Technical Specification and GTP)	Set	1						
6	Supply of DC Distribution Panel along with all necessary accessories (As per Scope of Works, Technical Specification and GTP)	Set	1						
7	Supply of Battery 200AH, NiCd, 92 Cell, 110V and supported Battery Charger (110 V) (As per Scope of Works, Technical Specification and GTP)	Set	1						
8	Supply of 33 kV 1x500 Sq. mm XLPE (Cu) Cable (As per Scope of Works, Technical Specification and GTP)	M	1200						
9	Supply of 11 kV 2x1cx500 Sq.mm XLPE (Cu) Cable incoming from Power transformer (As per Scope of Works, Technical Specification and GTP)	M	400						
10	Supply of 11 kV, 3 core XLPE copper cable 185 Sq.mm XLPE (CU) Cable for Outgoing feeder for 10 nos. feeder each 50 m length or more required (As per Scope of Works, Technical Specification and GTP)	M	500						
11	Supply of 33 kV 3Cx95 Sq.mm XLPE (Cu) Cable for Station Transformer (As per Scope of Works, Technical Specification and GTP)	M	50						

1	2	3	4	5	6	7	8	9	10
12	Supply of Single-core, 95 mm <sup>2</sup> PVC insulated and PVC sheathed copper cable between station transformer to AC distribution panel along with LV MCCB and all necessary accessories (As per Scope of works, Technical Specification and GTP)	Lot	1						
13	Supply of All Cable termination Kit (33 kV and 11 kV) all as per requirement	Lot	1						
14	Supply of All necessary Control Cable and LV Power Cables (As per Scope of Works, Technical Specification and GTP)	Lot	1						
15	Supply of All Materials for Grounding System. Earthing mesh with Earthing Electrode (Copper, annealed soft-drawn/ Copper, Commercial hard-drawn). The Substation Earthing Resistance shall be Maximum 0.25ohm (As per Scope of Works, Technical Specification and GTP)	Lot	1						
16	Supply of 33 kV Surge Arrester including Supporting Steel Structure (As per Scope of Works, Technical Specification and GTP)	Set (3 Nos.)	5						
17	Supply of 11 kV Surge Arrester including Supporting Steel Structure (As per Scope of Works, Technical Specification and GTP)	Set(3 Nos.)	2						
18	Supply of Split type Air Conditioner of capacity 48000 BTU/ Hr including MCB and all other accessories as required (As per Scope of Works, Technical Specification and GTP)	Nos.	8						
19	Supply of Outdoor and indoor Lighting System (As per Scope of Works, Technical Specification and GTP)	Lot	1						
20	Supply of All Steel Supporting Structures of Equipment as Applicable (As per Scope of Works, Technical Specification and GTP)	Lot	1						
21	Supply of Fire Fighting Equipment (CO <sub>2</sub> , Foam type & Dry Chemical type) (As per Scope of Works, Technical Specification and GTP)	Each (2 Nos.)	8						
22	Supply of Exhaust Fan for Transformer Room (250 Watt) with accessories (As per Scope of Works, Technical Specification and GTP)	Nos.	4						

1	2	3	4	5	6	7	8	9	10
23	Supply of PC with Scanner & Printer, Television [LED, 32inch] including supply of Control Room Furniture (As per Scope of Works, Technical Specification and GTP)	Set	1						
24	Supply & Installation of CCTV Camera(10 Nos) including all accessories (Such as HD CCTV, DVR HD, Hard Disk, Power Cable, Video Cable etc) (As per Scope of Works, Technical Specification and GTP)	Lot	1						
25	Supply of Substation Automation system for 33kV & 11kV System. (As per Scope of Works, Technical Specification and GTP)	Lot	1						
26	Supply of Mandatory Spare Parts as per requirement of WZPDCL( mentioned in Tender Document)	Lot	1						
27	Installation of Complete S/S including Testing, commissioning, Inspection & Training. (As per Scope of Works, Technical Specification and GTP)	Lot	1						
<b>Note : Price offered in foreign currency (FC) &amp; Bangladesh Taka</b>							<b>Total Price for Lot</b>		
<b>Point of Delivery as per Schedule of Requirement:</b>				<b>Period of Delivery as per Schedule of Requirement:</b>					

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

**Price Schedule for Goods (Form PG4-3B) for Khulna GIS SS**

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

<b>Invitation for Tender No:</b> 27.22.4785.700.50.040.18.1112		<b>Date:</b> 31.12.2018	
<b>Tender Package No:</b> GD14		<b>Package Description:</b>	Supply, Delivery, Installation, Testing and Commissioning of <b>Khulna 33/11 kV, 2x20/26.66 MVA GIS new</b> Substation on Turnkey basis.
<b>Tender Lot No:</b>		<b>Lot Description:</b>	N/A
<b>Name of The Work :</b> Supply, Delivery, Installation, Testing and Commissioning of <b>Khulna 33/11 kV, 2x20/26.66 MVA GIS new</b> Substation on Turnkey basis.			

1	2	3	4	5	6	7	8	9	10	
Line Item No .	Description of Item	Country of Origin	Unit of Measurement	Quantity	Unit price CIP [ <i>insert place of destination</i> ] Or CIF [ <i>insert port of destination</i> ] [FC]	CIF/CIP price per Line Item  (Col. 5 × 6) [FC]	Inland transportation , Insurance and other local costs for the delivery of the Goods to their final destination [Taka]	VAT Payable on account of Supplier if the Contract is awarded [Taka]	Total Price per line item (Col. 7+ Col. 8)	
									FC	Taka
1	Supply of 33/11 kV, 20/26.66 MVA Power Transformer complete with all accessories (As per Scope of Works, Technical Specification and GTP)		Set	2						
2	Supply of 33 kV, GIS Indoor Switchgear 06 units with 2500A bus having breaker and cubicles for 02 Incoming & 01 Outgoing (1600A) feeder with Line PT, Bus Coupler with Riser-1no. (2000A), Transformer feeder- 2 nos. (1250A) and cubicles for 33 kV Bus PT-2sets, Station Auxiliary Transformer panel -01 sets with 33 kV Protection Control and Metering (PCM) in same 33kV GIS Panel (As per Scope of Works, Technical Specification and GTP)		Set	1						

1	2	3	4	5	6	7	8	9	10
	a) 33kV Line Incoming (1600A) feeder with Line PT- 2 Nos.								
	b) 33kV Line Outgoing (1600A) feeder with Line PT- 1 No.								
	c) 33kV Bus Coupler with Riser (2000A)- 1 No.								
	d) 33kV Transformer feeder (1250A)- 2 Nos.								
3	Supply of 11kV GIS Switchgear panel of 2500A bus along with 13 units breaker and cubicles 2 incoming (2000A) including 11kV Bus PT-2 sets, 01 bus coupler with riser (2000A), 10 outgoing feeder (630A) breaker, 11kV Protection Control and metering in the same breaker panel (As per Scope of Works, Technical Specification and GTP)		Set	1					
	a) 11kV Line Incoming (2000A) feeder with Line PT- 2 Nos.								
	b) 11kV Bus Coupler with Riser (2000A)- 1 No.								
	c) 11kV Outgoing feeder (630A)- 10 Nos.								
4	Supply of Station Auxiliary Transformer 33/0.4 kV, 200kVA (As per Scope of Works, Technical Specification and GTP)		Nos.	1					
5	Supply of AC Distribution Panel with interlocking (As per Scope of Works, Technical Specification and GTP)		Set	1					
6	Supply of DC Distribution Panel along with all necessary accessories (As per Scope of Works, Technical Specification and GTP)		Set	1					
7	Supply of Battery 200AH, NiCd, 92 Cell, 110V and supported Battery Charger (110 V) (As per Scope of Works, Technical Specification and GTP)		Set	1					
8	Supply of 33 kV 1x500 Sq. mm XLPE (Cu) Cable (As per Scope of Works, Technical Specification and GTP)		M	1200					
9	Supply of 11 kV 2x1cx500 Sq.mm XLPE (Cu) Cable incoming from Power transformer (As per Scope of Works, Technical Specification and GTP)		M	400					

1	2	3	4	5	6	7	8	9	10
10	Supply of 11 kV, 3 core XLPE copper cable 185 Sq.mm XLPE (CU) Cable for Outgoing feeder for 10 nos. feeder each 50 m length or more required (As per Scope of Works, Technical Specification and GTP)		M	500					
11	Supply of 33 kV 3Cx95 Sq.mm XLPE (Cu) Cable for Station Transformer (As per Scope of Works, Technical Specification and GTP)		M	50					
12	Supply of Single-core, 95 mm <sup>2</sup> PVC insulated and PVC sheathed copper cable between station transformer to AC distribution panel along with LV MCCB and all necessary accessories (As per Scope of works, Technical Specification and GTP)		Lot	1					
13	Supply of All Cable termination Kit (33 kV and 11 kV) all as per requirement		Lot	1					
14	Supply of All necessary Control Cable and LV Power Cables (As per Scope of Works, Technical Specification and GTP)		Lot	1					
15	Supply of All Materials for Grounding System. Earthing mesh with Earthing Electrode (Copper, annealed soft-drawn/ Copper, Commercial hard-drawn). The Substation Earthing Resistance shall be Maximum 0.25ohm (As per Scope of Works, Technical Specification and GTP)		Lot	1					
16	Supply of 33 kV Surge Arrester including Supporting Steel Structure (As per Scope of Works, Technical Specification and GTP)		Set (3 Nos.)	5					
17	Supply of 11 kV Surge Arrester including Supporting Steel Structure (As per Scope of Works, Technical Specification and GTP)		Set(3 Nos.)	2					
18	Supply of Split type Air Conditioner of capacity 48000 BTU/ Hr including MCB and all other accessories as required (As per Scope of Works, Technical Specification and GTP)		Nos.	8					
19	Supply of Outdoor and indoor Lighting System (As per Scope of Works, Technical Specification and GTP)		Lot	1					



1	2	3	4	5	6	7	8	9	10
20	Supply of All Steel Supporting Structures of Equipment as Applicable (As per Scope of Works, Technical Specification and GTP)		Lot	1					
21	Supply of Fire Fighting Equipment (CO <sub>2</sub> , Foam type & Dry Chemical type) (As per Scope of Works, Technical Specification and GTP)		Each (2 Nos.)	8					
22	Supply of Exhaust Fan for Transformer Room (250 Watt) with accessories (As per Scope of Works, Technical Specification and GTP)		Nos.	4					
23	Supply of PC with Scanner & Printer, Television [LED, 32inch] including supply of Control Room Furniture (As per Scope of Works, Technical Specification and GTP)		Set	1					
24	Supply & Installation of CCTV Camera(10 Nos) including all accessories (Such as HD CCTV, DVR HD, Hard Disk, Power Cable, Video Cable etc) (As per Scope of Works, Technical Specification and GTP)		Lot	1					
25	Supply of Substation Automation system for 33kV & 11kV System. (As per Scope of Works, Technical Specification and GTP)		Lot	1					
26	Supply of Mandatory Spare Parts as per requirement of WZPDCL( mentioned in Tender Document)		Lot	1					
27	Installation of Complete S/S including Testing, commissioning, Inspection & Training. (As per Scope of Works, Technical Specification and GTP)		Lot	1					
<b>Note : Price offered in foreign currency (FC) &amp; Bangladesh Taka</b>							<b>Total Price for Lot</b>		
<b>Point of Delivery as per Schedule of Requirement:</b>					<b>Period of Delivery as per Schedule of Requirement:</b>				

[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]

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

**Price and Completion Schedule - Related Services (Form PG4-3C) for Khulna GIS SS**

<b>Invitation for Tender No:</b> 27.22.4785.700.50.040.18.1112		<b>Date:</b> 31.12.2018	
<b>Tender Package No:</b> GD14		<b>Package Description:</b> Supply, Delivery, Installation, Testing and Commissioning of <b>Khulna 33/11 kV, 2x20/26.66 MVA GIS new</b> Substation on Turnkey basis.	
<b>Tender Lot No:</b>		<b>Lot Description:</b> N/A	
<b>Name of The Work :</b> Supply, Delivery, Installation, Testing and Commissioning of <b>Khulna 33/11 kV, 2x20/26.66 MVA GIS new</b> Substation on Turnkey basis.			

1	2	3	4	5	6	7	8	9	
								FC	Taka
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 [Taka]	Price per line item of service (Col. 5 X Col. 6) [FC] or [Taka]	VAT Payable on account of Supplier if the Contract is awarded [Taka]	Total Price per line item of service (Col. 7)	
28	Civil Works:								
a)	Construction of new 2-storied Sub-station Building including Switch Gear Room, Control Room, Office Room with foundation of 10 storied building, 1 passenger lifts having		Sq. ft.	7359					
b)	Foundation for Power transformers		Nos.	2					
c)	Construction of Fire Protection Wall between power transformers		Nos.	1					
d)	Foundation for Station transformers		Nos.	1					
e)	Foundation for Supporting structures		Lot	1					
f)	Boundary Wall,Main Gates(Decorative) with Electronic Signboard and guard post building and Drainage System		Rm	90					
g)	Switchyard Fencing with Barbed wire with gate		m	0					

1	2	3	4	5	6	7	8	9
h)	Construction of Approach & Internal Road		Sq.m	14				
i)	Construction of Power & Control Cable Trenches		m	40				
j)	Dismantling of the old control building		Lot	1				
k)	Operation Key Board, Table, Chair, Steel Almirah, File Cabinet, Ceiling Fans etc.		Lot	1				
l)	Tree plantation, Gardening and Beautification.		Lot	1				
29	Inland transportation, Insurance and Other local costs for the delivery of the Goods to their final		Lot	1				
<b>Note Price offered in foreign currency (FC) &amp; Bangladesh Taka</b>							<b>Total Price for Lot</b>	
<b>Point of Delivery as per Schedule of Requirement:</b>				<b>Period of Delivery as per Schedule of Requirement:</b>				

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

### Schedule No. D1: Summary of the Prices for Khulna GIS substation

<b>Invitation for Tender No:</b> 27.22.4785.700.50.040.18.1112		<b>Date:</b> 31.12.2018	
<b>Tender Package No:</b> GD14		<b>Package Description:</b>	Supply, Delivery, Installation, Testing and Commissioning of <b>Khulna 33/11 kV, 2x20/26.66 MVA GIS new</b> Substation on Turnkey basis.
<b>Tender Lot No:</b>		<b>Lot Description:</b>	N/A
<b>Name of The Work :</b> Supply, Delivery, Installation, Testing and Commissioning of <b>Khulna 33/11 kV, 2x20/26.66 MVA GIS new</b> Substation on Turnkey basis.			

Schedule No.	Description	Foreign Currency (FC)	Local Currency (Taka)
Schedule No. A1	Supply of Equipment manufactured in Bangladesh		
Schedule No. B1	Supply of Equipment from abroad – to be imported		
Schedule No. C1	Works and Services		
Total for individual substation			

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

### Schedule No. E: Grand Summary of Total Contract

<b>Invitation for Tender No:</b> 27.22.4785.700.50.040.18.1112		Date: 31.12.2018	
<b>Tender Package No:</b> GD14		<b>Package Description:</b>	Supply, Delivery, Installation, Testing and Commissioning of <b>Khulna 33/11 kV, 2x20/26.66 MVA GIS new</b> Substation on Turnkey basis.
<b>Tender Lot No:</b>		<b>Lot Description:</b>	N/A

Schedule No.	Description	Total (FC)	Total (Taka)
1.	Schedule No. D1 for Khulna		
<b>Grand Total</b>			

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

## Specifications Submission and Compliance Sheet (Form PWG4-4)

Invitation for Tender  
No:  
Tender Package No:

Date:

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

Tender Lot No:

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

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

Signature:

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

Name:

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

In the capacity of:

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

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

## Manufacturer's Authorisation Letter (Form PWG4 - 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 PW5-6)

*[This is the format for the Tender Security to be issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in accordance with ITT Clause 31 & 32]*

Invitation for Tender No:

Date:

Tender Package No:

To:

[Name and address of the Employer]

### TENDER GUARANTEE No:

We have been informed that *[name of Tenderer]* (hereinafter called "the Tenderer") intends to submit to you its Tender dated *[date of Tender]* (hereinafter called "the Tender") for the execution of the Works of *[description of works]* under the above Invitation for Tenders (hereinafter called "the IFT").

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

At the request of the Tenderer, we *[name of bank]* hereby irrevocably undertake to pay you, without cavil or argument, any sum or sums not exceeding in total an amount of USD/GBP/EUR/JPY  
delete not appropriate

*[insert amount in figures and words]* and/or  $\frac{\text{BangladeshTaka}}{\text{delete if not appropriate}}$  *[insert amount in figures and*

*words]* upon receipt by us of your first written demand accompanied by a written statement that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

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

This guarantee will expire

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

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

Name and Signature

Name and Signature



### Deviation List (Form PG4 – 11)

*[If Tenderer has any reservation on terms and conditions, Tenderer has to mention his reservations in Deviation list]*

<b>Sl. No.</b>	<b>Reference No./ Clause No.</b>	<b>Proposed Deviation</b>	<b>Remarks</b>

*[ Add rows if necessary]*

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

## Notification of Award (Form PW5-7)

Contract No:  
To:

Date:

*[Name of Contractor]*

This is to notify you that your Tender dated *[insert date]* for the execution of the Works for *[name of project/Contract]* for the Contract Price of USD/GBP/EUR/JPY *[insert amount in figures and words]* ~~delete not appropriate~~ Bangladesh Taka *[insert amount in figures and in words]*, as corrected and modified ~~delete if not appropriate~~ in accordance with the Instructions to Tenderers, has been approved by *[name of Employer]*.

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 SubClause 60.4
- ii. furnish a Performance Security in the form of a Bank Guarantee as specified and in the amount of USD/GBP/EUR/JPY *[insert amount in figures and words]* ~~delete not appropriate~~ and Bangladesh Taka *[insert amount in figures and words]*, within twenty eight (28) days of issuance of this Notification of Award but not later than (specify date), in accordance with ITT Clause 63.2.
- 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 Sub Clause 65.2.

You may proceed with the execution of the Works 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 Employer]*

Date:

## Contract Agreement (Form PW5-8)

THIS AGREEMENT made on this [day] day of [month][year] between [name and address of Employer] (hereinafter called "the Employer") of the one part and [name and address of Contractor] (hereinafter called "the Contractor") of the other part:

WHEREAS the Procuring Entity invited Tenders for certain works named [brief description of works] and has accepted the Tenders submitted by the Tenderer for the execution of those works in the sum of USD/GBP/EUR/JPY [insert amount] ~~and/or~~ <sup>Bangladesh Taka</sup> ~~delete if not appropriate~~ [insert amount] [Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) the signed Contract Agreement
  - (b) the Notification of Award
  - (c) the completed Tender and the appendices to the Tender
  - (d) the Particular Conditions of Contract
  - (e) the General Conditions of Contract
  - (f) the Technical Specifications
  - (g) the General Specifications
  - (h) the Drawings
  - (i) the priced Bill of Quantities and the Schedules
  - (j) any other document listed in the PCC forming part of the Contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and to remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the works 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 Procuring Entity

For the Contractor

Signature

Name

National ID No.

Title

In the presence

of

Name

Address

## Bank Guarantee for Performance Security (Form PW5-9)

*[This is the format for the Performance Security to be issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in accordance with ITT Clause 61, 62 & 63]*

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of Procuring Entity]

### PERFORMANCE GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your conditions, the Contract must be supported by a Bank Guarantee for Performance Security.

At the request of the Contractor, 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 USD/GBP/EUR/JPY/BDT and/or Bangladesh Taka *[insert amount in figures and in words]* upon receipt ~~delete not appropriate~~ *delete if not appropriate*

by us of your first written demand accompanied by a written statement that the Contractor 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.

Name and Signature

Name and Signature

## Bank Guarantee for Advance Payment (Form PW5-10)

*[This is the format for the Advance Payment Guarantee to be issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in accordance with GCC Clause 78]*

Contract No: [insert reference number]

Date: [insert date]

To:

[insert Name and address of the Procuring Entity]

### ADVANCE PAYMENT GUARANTEE No:

We have been informed that *[name of Contractor]* (hereinafter called "the Contractor") has undertaken, pursuant to Contract No *[insert reference number of Contract]* dated *[insert date of Contract]* (hereinafter called "the Contract"), the execution of works *[description of works]* under the Contract.

Furthermore, we understand that, according to your Conditions of Contract under GCC Clause 78, the Advance Payment on Contract must be supported by a Bank Guarantee.

At the request of the Contractor, 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 USD/GBP/EUR/JPY/BDT and/or <sup>Bangladesh Taka</sup> ~~delete if not appropriate~~ *[insert amount in figures and in words]* upon receipt

by us of your first written demand accompanied by a written statement that the Contractor 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 Employer and the Contractor, 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 *[insert 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.

Name and Signature

Name and Signature

## Bank Guarantee for Retention Money Security (Form PW5-11)

[This is the format for the Retention Money Guarantee to be issued by an internationally reputable Bank which has a correspondent Bank located in Bangladesh in accordance with GCC Sub Clause 75.3]

### Demand Guarantee

[Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** [insert Name and Address of the Procuring Entity]

**Date:** [insert date]

**RETENTION MONEY GUARANTEE No.:** [insert number]

We have been informed that [insert name of Contractor] (hereinafter called "the Contractor") has entered into Contract Number [insert reference number of the Contract] dated [insert date] with you, for the execution of [insert name of Contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of [insert the amount of the second half of the Retention Money] which becomes due after the Defects Liability Period has passed and certified in the form of Defects Correction Certificate, is to be made against a Retention Money Guarantee.

At the request of the Contractor, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of USD/GBP/EUR/JPY/BDT and/or  
delete not appropriate

Bangladesh/Taka  
delete if not appropriate [insert amount in figures and words] upon receipt by us of your first demand in

writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor failed to properly correct the defects duly notified in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number [insert A/C no] at [name and address of Bank].

This guarantee is valid until [insert the date of validity of Guarantee that being twenty eight (28) days beyond the Defects Liability Period]. Consequently, we must receive at the above-mentioned office any demand for payment under this guarantee on or before that date.

Name and Signature

Name and Signature

## Warranty Certificate (Form PWG4 - 12)

*[The Tenderer shall require to fill in this Form in accordance with the instructions indicated. This Certificate should be on the official pad of the Tenderer and should be signed by a person with the proper authority to sign documents.]*

*[The Tenderer shall include it in its Tender, if so indicated in the TDS as stated under ITT Sub Clause 21.1 (q)]*

Invitation for Tender No:	Date:
Tender Package No:	
Tender Lot No(when applicable):	
To: [Name and address of Procuring Entity]	

WHEREAS

We *[insert complete name of Tenderer]*,

who are authorized Supplier of *[insert type of goods to be Supplied]*, having registered office at *[insert full address of Tenderer's registered office]* do hereby warrants that all the Goods *[insert name and brief description of the Goods]* will be supplied by us and 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 us under this contract.

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

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

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

Title: *[insert title]*

Date: *[insert date of signing]*

## **Section 6. Schedule of Requirements & Bill of Quantities**



Invitation for Tender No:  
Tender Package No:

Date

### 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 <i>[Final (Project Site) Destination as specified in TDS]</i>	Delivery Date Required (in weeks)	
					Earliest Delivery Date	Latest Delivery Date
1	2	3	4	5	6	7
<b>Purchaser's Option for delivery terms is:</b>					240 Days from the date of Signing contract.	
<b>Lot No 1: [enter description]</b>						
<i>[add as many rows and details as there are individual items in the Lot]</i>						
<b>Lot No 2: [enter description]</b>						
<i>[add as many rows and details as there are individual items in the Lot]</i>						

*Note: This Section provides the List of Goods and Delivery Schedule and List of Related Services and Completion Schedule and must be carefully prepared by a Purchaser for each object of procurement. The Purchaser may include the delivery of a limited supply of fast-moving and/or hard-to-find spare parts in this Schedule of Requirement. This is to ensure the continued use or operation of the equipment.*

## 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
					240 Days from the date of Signing contract.
<b>Lot No 1: [enter description]</b>					
<i>[add as many rows and details as there are individual items in the Lot]</i>					
<b>Lot No 2: [enter description]</b>					
<i>[add as many rows and details as there are individual items in the Lot]</i>					

### Notes on Related Services

*The Purchaser shall clearly specify the related services/Incidental services, other than inland transportation and other services required to convey the Goods to their final destination, in this Schedule of requirement. In particular, these services may refer to any of the following but not limited to:*

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;*
- (b) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time as specified, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and*
- (c) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods*

## 6.1 Scope of Supply of Plant & Services

**West Zone Power Distribution Co. Ltd. (WZPDCL)** has undertaken a project for Strengthening Power Distribution System of WZPDCL, named “**Strengthening Power Distribution System Project (SPDSP)**”. **WZPDCL** have planned to construct 3 (Three) new 33/11kV sub-stations and augment/renovate 11 (Eleven) 33/11kV existing sub-stations in different areas under the project. In this particular package, one new 33/11kV 20/26.66MVA GIS substations will be constructed at Khulna.

Construction of the above new substation shall be carried out by the reputed contractors on the **Turn Key** basis.

The works include supply, installation, testing and commissioning and inspection of the above 33/11 kV Substations under the jurisdiction of WZPDCL on Turn Key basis.

The scope of plant and services include design, manufacture, quality assurance, inspection & testing, packing for export, insurance & shipment to site, complete construction & installation, jointing, terminating, bonding, earthing, painting, transportation, setting to work, site testing & commissioning of all the equipment necessary for operation of the sub-stations.

The scope also includes imparting training to WZPDCL's Engineers on offered system.

The contractor is responsible for ensuring that all and any items of work required for the safe efficient and satisfactory completion and functioning of the works are included in the Bid price whether they will be described in the specification or not.

The Bidder must visit the site and assess the works before tender submission.

This will be a new Sub-station to be installed with indoor Single Bus (2000A, 25kA for 3 sec) Gas Insulated. Not limited to but at least the following works to be done by the turnkey contractor:

### **:Indoor 33 kV GIS Switchgear Panel having:**

a)	Incoming & Outgoing Feeders (1600 A)	:	3 Nos.
b)	Bus coupler with Riser (2000 A)	:	1No
c)	Power Transformer Feeders (1250A)	:	2 Nos.
d)	33 KV Bus Potential Transformers panel	:	2 Sets.
e)	Protection, Metering and control panel	:	6 Sets (Shall be accommodated in the GIS)
f)	Control for OLTC	:	2 Sets (On Transformer's panel)
g)	Station Transformer Panel (LVS or CB)	:	1 Set

### **Indoor 11 kV GIS Switchgear Panels having:**

a)	Incoming Feeders (2000 A)	:	2 Nos.
b)	Outgoing Feeders (630A)	:	10 Nos.
c)	Bus Coupler with Riser (2000 A)	:	1 No.
d)	11 KV Bus Potential Transformers	:	2 Sets.

All the 33 KV and 11 KV Switchgears will be of Gas Insulated Type with circuit breakers. They will be installed on the 1st floor of the proposed substation building. 02 (Two) Nos. 33/11 KV, 20/26.66 MVA ONAN / ONAF Transformers including all 33KV and 11KV cable shall be accommodated in the ground floor of the substation building with steel structure cable trenches. There shall be adequate space to both end of 33kV GIS panel for future extension.

02 (Two) Nos. 33/11 KV, 20/26.66 MVA ONAN / ONAF Transformers shall be connected to the 33 kV Switchgear and 11 kV Switchgear panels (described above) and by single core XLPE cable of required voltage and size. The volume of the transformers shall be such that these are accommodated in the space available by keeping safe electrical clearance. Both the Transformers are to be identical and from the same manufacturer. Provision for running the transformers in parallel is to be provided. Tap position indicator and raise lower switch shall be provided in the transformer control panel.

The indoor 33KV cables will be connected to 33KV GIS panel by requisite cable termination kit. The outdoor cable terminations of the 33 KV cables will be heat shrink type and supported by steel structure.

In the same way the 11KV cables indoor type terminations will be heat shrink type being supported by steel structure. The indoor terminations of the 11 KV cables with the 11 KV switchgear panel will be as per arrangement provided there. All the 33kV and 11kV cables shall be unarmored and cu-wire screened.

The conventional protections to transformer feeders, line feeders and bus coupler are to be provided. However, total protection scheme is to be implemented on approval from WZPDCL Authority.

Meters for monitoring three phase Current and voltage are to be installed in each panel.

All 33 KV & 11 KV panels (except the bus couplers) are to be provided with separate high class Digital energy meter of 0.2 class having provision of remote communication facilities.

Both mechanical and electrical interlocks are to be provided along with the breakers, isolators and earth switches of various feeders as per normal convention.

Grounding mesh of copper conductor of requisite earth resistance (shall be  $<0.25\text{ohm}$ ) will be installed for grounding the neutrals of the power transformers, station transformers, their bodies, the lightning arrester sets, the steel supporting structure, all indoor & outdoor panels etc. The grounding system is to be implemented on approval of the design from WZPDCL Authority.

02 (two) Nos. 33/0.4 KV 200 KVA Station Transformers will be installed separately by 33 KV cable terminations. The LV sides of the station transformer will be connected to the LV AC distribution Panel by LV cables of appropriate size. Single sources of DC supply with 02 sets of 110 V battery (Ni-Cd) and battery charger shall be installed and connected to the DC distribution panel by LV cables of appropriate size.

AC and DC distribution panels, Battery sets with battery chargers shall be accommodated on the same floor of 33 kV and 11 kV switchgear panels

The 33 KV incoming feeders (to come from other substation) shall be connected to the incoming of the 33 KV switchgear panel and the 33 KV Switchgear panel will be commissioned. Simultaneously the 33/11 KV power transformers and the 33/0.4 KV station

transformers will also be energized. The 11 KV sides of the 02 (Two) 33/11 KV power transformers will then be connected (by 11 KV cables) to the 11 KV incoming cubicles.

The 11 KV incoming connection from the transformer to the breaker will be made by 06(six) Nos. of single core 500mm<sup>2</sup> XLPE Cu cable. Transformer Neutral will also be connected to ground by copper cable of 2x 120mm<sup>2</sup>. The requisite termination kits are to be supplied and installed. The 11KV outgoing feeder of the substation from the 11KV outgoing breaker shall be connected by 3Cx185mm XLPE Cable.

Supply and installation of office room, Control room indoor illumination. Lighting levels within the building must be generally designed to meet the requirements of IEC Standards, and in particular, meet the following specific lighting levels:

- 400 lux between rows at switchgear front panels within the Control Building;
- 400 lux at the front of control panel within the Control Building;
- 160 lux to the rear of switchgear in the Control building
- 160 lux adjacent to the Battery Storage, Load Management Equipment, AC and DC panels

Supply and installation of decorative LED street lighting after every 15 meter interval (distance). LED Street lighting has the feature of Multiple Mounting Options Available, Rugged Precision Cast Aluminum Housing, Perforated Air Flow Venting, High Surface Area Extruded Aluminum Heat Sinks, High Output White LED Diode, Decorative Lens Cover Seals the Electrical/Optical Chamber to IP66, Electronic Driver. The pole shall be stylish, non-corrosive, easy to install and have longer service life.

All civil works and necessary indoor & outdoor lighting (Energy efficient (CFL & LED) and automated) are required within the scope of the Tender. The substation control room building shall have the emergency automated dc lighting system in case of power failure.

The scope shall include fire extinguishing equipment such as Trolley mounted fire extinguisher with foam type chemical for B type Fire (15kg), Wall mounted fire extinguisher with dry type chemical for A, B and C type Fire (5kg) and Wall mounted fire extinguisher with CO<sub>2</sub> type chemical for A, B and C type Fire (2kg). The scope shall also include Air conditioning Equipment for substation.

Fire-wall shall be constructed between one and the next power transformer. Adequate free air passage space shall be maintained.

Design and Construction of new 7359 square feet 2 storied substation building with foundation of 10 stories, installation of one passenger lift having capacity of 12 persons, power transformer foundation, cable trenches with their RCC covers, earthing, construction of internal road and boundary walls, retaining wall (if required), land development (1 meter above the existing road level) work, Drains, construction of the septic tank and soak pit, underground water reservoir tank and all allied civil works deemed necessary are included in the Bid.

Employer will provide all lands filled by sand (if necessary) up to Ground Level. Soil testing for soil resistivity and soil bearing capacity before designing final leveling, consolidation,

surfacing and compaction of entire switchyard area with crushed rock (where required) to cater for the ultimate development of the substation. Construction of approach road from the main gate to the switchyard & Control Room entrance and internal road for whole sub-station area and parking area (shall be carpeting / RCC flooring) as required. The roads inside the switch yard & at the periphery shall be of 3.75m wide & the road inside switch yard shall be of concrete road as per technical specification. The other roads main and approach road shall be 7.0m wide and shall be bitumen grading. Road in front of transformer shall be 7.0m wide concrete road.

Construction of septic tank, soak well, inspections pits, sewerage piping by PVC 6 inches dia. Pipe, toilet/ bathroom / lavatory located in the control room building & office building having facilities of wash basin, bath shower towel rod, soap case, auzo wash, glass rack, looking mirror, pan fitting with low-down, swan neck pillar cock, extra long bib cock, interior walls and floor finished by tiles and all allied civil works deemed necessary are included in the Bid complete in all respect. Overhead water tank on the top of the control room building & office building, underground water reservoir (tank), water lifting pump, installation of deep tube well with 300 meter depth to get saline and arsenic free water (in municipal water supply is not available), suction pump and portable water supply system complete in all respect (Design shall be based on use of 20 persons per day for overhead water tank),

A Sample Design with Drawings (Plan Layout, Elevation for Different floor heights) are attached with documents for General Guideline.

Outdoor lightning protection system for the substation building shall be installed.

Contractor shall supply and install 32 inch LED Television, 01 set of Laptop Computer with Printer, Scanner, digital sign board (electronic sign board) and complete furniture for the substation control room & office building.

Supply and installation of Split type Air conditioner [At least 48,000 (Forty Eight Thousand) BTU per hr. capacity including MCB, switch, male female plug socket complete] BTU per hr.- 8 nos. in 33kV switchgear and 11kV SWITCHGEAR room.

Supply and installation of CCTV system (10 nos. cameras including all accessories).

Supply of substation automation system for 33kV and 11kV system. The Substation Automation System (SAS) shall comprise full station and bay protection, control, monitoring and communication facilities. It shall enable local station control via PC by means of Human Machine Interface (HMI) and control software package and perform the necessary system control and data acquisition functions.

Mandatory spares for substation equipment (attached list) to be supplied under this contract

Transportation of all equipment and materials, all installations, connections and testing, commissioning, inspection are within the scope of the Bid.

One electronic copy (soft copy in a CD) of all relevant As-built drawings together with operation and maintenance manual, relevant IEC standards of the installed equipment shall be submitted for WZPDCL, Khulna.

5 (Five) sets of As-built drawings together with operation and maintenance manual, relevant IEC standards of the installed equipment shall be submitted.

Contractor shall supply Gas filling device, multifunctional diagnosis device, relay tester and other necessary tools as per Section 7: technical specification and section: 8 GTP.

Landscaping work and gardening of the whole sub-station area shall be performed by the bidder as per section 7: technical specification.

The Bidder must visit the site and assess the works before tender submission.

Location plan, Layout Plan, Layout & elevation of control building, and Single Line Diagram of this substation is given in **Annex 9.1 under Section-9: Drawings**.

## 6.2 Bill of Quantities (BOQ):

The scopes of works include Design, Manufacture, Supply, Installation/ Erection, Construction, Testing and commissioning and so on of the following 33/11kV substation. In the Bill of Quantities, the quantities given are only estimated. The actual quantity will be supplied by the contractor to complete the work. If the additional quantity is required (for complete the work) no extra payment will be made. If the quantity is less than the estimated quantity, this will be deducted from the bill or be delivered to WZPDCL's store. The Bill of Quantities of the 33/11kV substation is given below:

### 6.2.1 Khulna 33/11kV, 2X20/26.66 MVA GIS New Sub-station:

Sl. No.	Description of Item	Unit	Quantity
1	Supply of 33/11 kV, 20/26.66 MVA Power Transformer complete with all accessories (As per Scope of Works, Technical Specification and GTP)	Set	2
2	Supply of 33 kV, GIS Indoor Switchgear 06 units with 2500A bus having breaker and cubicles for 02 Incoming & 01 Outgoing (1600A) feeder with Line PT, Bus Coupler with Riser-1no. (2000A), Transformer feeder- 2 nos. (1250A) and cubicles for 33 kV Bus PT-2sets, Station Auxiliary Transformer panel -01 sets with 33 kV Protection Control and Metering (PCM) in same 33kV GIS Panel (As per Scope of Works, Technical Specification and GTP)	Set	1
	a) 33kV Line Incoming (1600A) feeder with Line PT- 2 Nos.		
	b) 33kV Line Outgoing (1600A) feeder with Line PT- 1 No.		
	c) 33kV Bus Coupler with Riser (2000A)- 1 No.		
	d) 33kV Transformer feeder (1250A)- 2 Nos.		
3	Supply of 11kV GIS Switchgear panel of 2500A bus along with 13 units breaker and cubicles 2 incoming (2000A) including 11kV Bus PT-2 sets, 01 bus coupler with riser (2000A), 10 outgoing feeder (630A) breaker, 11kV Protection Control and metering in the same breaker panel (As per Scope of Works, Technical Specification and GTP)	Set	1
	a) 11kV Line Incoming (2000A) feeder with Line PT- 2 Nos.		
	b) 11kV Bus Coupler with Riser (2000A)- 1 No.		
	c) 11kV Outgoing feeder (630A)- 10 Nos.		
4	Supply of Station Auxiliary Transformer 33/0.4 kV, 200kVA (As per Scope of Works, Technical Specification and GTP)	Nos.	1

Sl. No.	Description of Item	Unit	Quantity
5	Supply of AC Distribution Panel with interlocking (As per Scope of Works, Technical Specification and GTP)	Set	1
6	Supply of DC Distribution Panel along with all necessary accessories (As per Scope of Works, Technical Specification and GTP)	Set	1
7	Supply of Battery 200AH, NiCd, 92 Cell, 110V and supported Battery Charger (110 V) (As per Scope of Works, Technical Specification and GTP)	Set	1
8	Supply of 33 kV 1x500 Sq. mm XLPE (Cu) Cable (As per Scope of Works, Technical Specification and GTP)	M	1200
9	Supply of 11 kV 2x1cx500 Sq.mm XLPE (Cu) Cable incoming from Power transformer (As per Scope of Works, Technical Specification and GTP)	M	400
10	Supply of 11 kV, 3 core XLPE copper cable 185 Sq.mm XLPE (CU) Cable for Outgoing feeder for 10 nos. feeder each 50 m length or more required (As per Scope of Works, Technical Specification and GTP)	M	500
11	Supply of 33 kV 3Cx95 Sq.mm XLPE (Cu) Cable for Station Transformer (As per Scope of Works, Technical Specification and GTP)	M	50
12	Supply of Single-core, 95 mm <sup>2</sup> PVC insulated and PVC sheathed copper cable between station transformer to AC distribution panel along with LV MCCB and all necessary accessories (As per Scope of works, Technical Specification and GTP)	Lot	1
13	Supply of All Cable termination Kit (33 kV and 11 kV) all as per requirement	Lot	1
14	Supply of All necessary Control Cable and LV Power Cables (As per Scope of Works, Technical Specification and GTP)	Lot	1
15	Supply of All Materials for Grounding System. Earthing mesh with Earthing Electrode (Copper, annealed soft-drawn/ Copper, Commercial hard-drawn). The Substation Earthing Resistance shall be Maximum 0.25ohm (As per Scope of Works, Technical Specification and GTP)	Lot	1
16	Supply of 33 kV Surge Arrester including Supporting Steel Structure (As per Scope of Works, Technical Specification and GTP)	Set(3 Nos.)	5
17	Supply of 11 kV Surge Arrester including Supporting Steel Structure (As per Scope of Works, Technical Specification and GTP)	Set(3 Nos.)	2
18	Supply of Split type Air Conditioner of capacity 48000 BTU/ Hr including MCB and all other accessories as required (As per Scope of Works, Technical Specification and GTP)	Nos.	8



Sl. No.	Description of Item	Unit	Quantity
19	Supply of Outdoor and indoor Lighting System (As per Scope of Works, Technical Specification and GTP)	Lot	1
20	Supply of All Steel Supporting Structures of Equipment as Applicable (As per Scope of Works, Technical Specification and GTP)	Lot	1
21	Supply of Fire Fighting Equipment (CO <sub>2</sub> , Foam type & Dry Chemical type) (As per Scope of Works, Technical Specification and GTP)	Each (2 Nos.)	8
22	Supply of Exhaust Fan for Transformer Room (250 Watt) with accessories (As per Scope of Works, Technical Specification and GTP)	Nos.	4
23	Supply of PC with Scanner & Printer, Television [LED, 32inch] including supply of Control Room Furniture (As per Scope of Works, Technical Specification and GTP)	Set	1
24	Supply & Installation of CCTV Camera(10 Nos) including all accessories (Such as HD CCTV, DVR HD, Hard Disk, Power Cable, Video Cable etc) (As per Scope of Works, Technical Specification and GTP)	Lot	1
25	Supply of Substation Automation system for 33kV & 11kV System. (As per Scope of Works, Technical Specification and GTP)	Lot	1
26	Supply of Mandatory Spare Parts as per requirement of WZPDCL( mentioned in Tender Document)	Lot	1
27	Installation of Complete S/S including Testing, commissioning, Inspection & Training. (As per Scope of Works, Technical Specification and GTP)	Lot	1
28	Civil Works:		
a)	Construction of new 2-storied Sub-station Building including Switch Gear Room, Control Room, Office Room with foundation of 10 storied building, 1 passenger lifts having capacity of 8 persons, water supply, sewerage & drainage system, internal wiring etc. complete in all respects.	Sq. ft.	7359
b)	Foundation for Power transformers	Nos.	2
c)	Construction of Fire Protection Wall between power transformers	Nos.	1
d)	Foundation for Station transformers	Nos.	1
e)	Foundation for Supporting structures	Lot	1
f)	Boundary Wall, Main Gates(Decorative) with Electronic Signboard and guard post building and Drainage System	Rm	90
g)	Switchyard Fencing with Barbed wire with gate	m	0
h)	Construction of Approach & Internal Road	Sq.m	14

Sl. No.	Description of Item	Unit	Quantity
i)	Construction of Power & Control Cable Trenches	m	40
j)	Dismantling of the old control building	Lot	1
k)	Operation Key Board, Table, Chair, Steel Almirah, File Cabinet, Ceiling Fans etc.	Lot	1
l)	Tree plantation, Gardening and Beautification.	Lot	1
29	Inland transportation, Insurance and Other local costs for the delivery of the Goods to their final destination	Lot	1

### 6.3 Supply of Tools & Accessories

The following mandatory Tools and Accessories shall be supplied under this package ( As per item no 26 of Price Schedule of Goods (Form PG4-3A&B ) for Khulna (GIS) substation.

Item	Description	Unit	Quantity
1	33kV Tester and phasing Rod	Sets	1
2	11kV Tester and phasing Rod	Sets	2
3	Earthing and short circuiting devices	Sets	2
4	Hydraulic Compressing (Crimping) Tools with dies upto 630mm <sup>2</sup>	Sets	1
5	Hand operated Compressing tools and dies	Sets	1
6	Power saw for tree trimming	Nos.	1
7	Safety Belt wth rope and accessories	Nos.	1
8	Insulation Resistance Tester 500V to 5kV	Nos.	1
9	Multifunctional Diagnosis Equipment	Sets	1
10	Multifunction Transformer Diagnosis Equipment	Sets	1
11	Gas Filling Device with auxiliary equipment for GIS	Sets	1
12	Programmable Protective Relay Testing System (Type-1)	Sets	1
13	Programmable Protective Relay Testing System (Type-2)	Sets	1
14	Current Transformer Testing Equipment	Sets	1
15	Portable Vacuum Bottle Tester	Sets	1
16	Portable Cable Fault Detector	Sets	1
	Impulse Generator-1 No. Cable Fault Analyzer – 1 No. Portable Locator- 1 No. Pin Detector/ Surge detector- 2 Nos. Necessary Cable and Cords etc.		
17	Thermo vision Camera	Sets	1
18	Infrared Thermometer	Sets	1
19	Transformer Oil Centrifuging Machine	Sets	1
20	Transformer Oil Storage Tank	Sets	1
21	Circuit Breaker Analyzer	Nos.	1
22	Contact Resistance Tester	Nos.	1

Item	Description	Unit	Quantity
23	Gas refilling cart for GIS	No.	1
24	Sweep Frequency Response Analyzer (SFRA)	Nos.	1
25	Very Low Frequency Tester for cable	No.	1
26	Earth Resistance Tester	Nos.	1
27	AC/DC HIPOT	Nos.	1
28	Transformer Oil Breakdown Voltage Tester	Nos.	1
29	Mobile Oil Testing Lab	No.	1

Item	Description	Unit	Quantity
1	33kV Tester and phasing Rod	Sets	4
2	Insulation Resistance Tester 500V to 5kV	Nos.	4
3	Multifunction Transformer Diagnosis Equipment	Sets	1
4	Portable Cable Fault Detector	Sets	1
5	Impulse Generator-1 No.		
	Cable Fault Analyzer – 1 No.		
	Portable Locator- 1 No.		
	Pin Detector/ Surge detector- 2 Nos. Necessary Cable and Cords etc.		
6	Thermo vision Camera	Sets	1
7	Circuit Breaker Analyzer	Nos.	1
8	Contact Resistance Tester	Nos.	1
9	Earth Resistance Tester	Nos.	2
10	Trip Coils	Nos.	12
11	Close coils	Nos.	12
12	11kV Interrupter (630A)	Sets (3nos.)	4
13	11kV Interrupter ( 1600A)	Sets (3nos.)	4
14	CB Charging Motor	Nos.	8
15	3 O/C + 1 E/F Digital relay with communication facilities along with all accessories .(As per Scope of Works, Technical Specification and GTP)(Communication Standard IEC 61850)	Nos.	4
16	Master Trip Relay (MVAJ-13)	Nos.	2
17	Trip Circuit Supervision Relay (MVAS-31)	Nos.	2
18	33 KV Isolator 1250A, 25KA for 3 sec with Earth Blade Gang Operated Vertical Mounted Vertical Break with Supporting Structure with Necessary Connectors & Accessories as Required	Nos.	2
19	11KV Isolator 800A, 25KA for 3 sec Earth blade gang operated vertical mounted vertical break with supporting structure with necessary connectors & accessories as required	Nos.	2
20	33 KV Isolator 1250A, 25KA for 3 sec without Earth Blade Gang Operated Vertical Mounted Vertical Break with Supporting Structure with Necessary Connectors & Accessories as Required	Nos.	2
21	33KV single phase LA (ZNO-type) along with supporting structure and bi-metallic connectors and accessories as required	Sets ( 3 Nos)	2
22	11KV Isolator 800A, 25KA for 3 sec Earth blade gang operated vertical mounted vertical break with supporting structure with necessary connectors & accessories as required	Nos.	2
23	11KV Voltage Transformer panel including 11KV bus bars HV & LV	Nos.	2

Item	Description	Unit	Quantity
	isolating plug & sockets and Single phase Potential Transformer ratio 11/√3/0.11/√3KV class 0.2 for measuring & 3P for protection signaling instrument etc. and all other accessories.		
24	33/0.4KV, 200KVA Auxiliary Transformers	Nos.	1
25	Battery 100AH, NiCad, 92 Cell, 110V Battery Charger (110V) with Supported Charger	Sets	1
26	36KV vacuum 800A, 25KA, for 3 sec outdoor ACR along with Accessories (Country of origin: Australia/ Germany/ Korea/ Eq. EU countries)	Sets	1
27	11KV Vacuum 630A, 25KA for 3 sec. outdoor ACR along with Accessories (Country of origin: Australia/ Germany/ Korea/ Eq. EU countries)	Sets	1