Bangladesh-China Power Company Limited
(A Joint Venture of NWPGCL and CMC)
8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka-1215, Bangladesh.

TENDER DOCUMENT

FOR

Procurement of Clearing & Forwarding (C & F) Services for 10 Nos. of coal shipments (GBU-10+ATC-59+BR-352 and 7 Shipments onwards)

Date	:	**October 16, 2025**
Memo No.	:	BCPCL/Procurement/LTM/2025-26/1016.03
Deadline for Tender Submission	:	**October 29, 2025; 12:00 PM**

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Section 1. Instructions to Tenderers

A. General

1. Scope of Tender

1.1 The Procuring Entity, as indicated in the Tender Data Sheet **(TDS)** issues this Tender Document for the procurement of Clearing & Forwarding (C&F) services incidental thereto as specified in the **TDS** and as detailed in **Section 6: Priced Bill of Quantities**. 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 Clearing & Forwarding (C&F) services as specified in the Section-3: General Conditions of Contract & Section-4: Particular Conditions of Contract.

2. Interpretation

2.1 Throughout this Tender Document:

(a) The term "in writing" means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;

(b) If the context so requires, singular means plural and vice versa;

(c) "Day" means calendar days unless otherwise specified as working days;

(d) "Person" means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;

(e) "Tenderer" means a Person who submits a Tender;

(f) "Tender Document" means the Document provided by a Procuring Entity to a Tenderer as a basis for preparation of the Tender; and

(g) "Tender" depending on the context, means a Tender submitted by a Tenderer for execution of Physical Services to a Procuring Entity in response to an Invitation for Tender.

3. Corrupt, Fraudulent, Collusive or Coercive Practices

3.1 Anticorruption policy requires that Employer, as well as Tenderers, suppliers and contractors under this contract, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

(a) defines, the terms set forth below:

i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

iii. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

iv. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(b) will reject a proposal for award if it determines that the tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

(c) will sanction a party or its successor, including declaring

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ineligible, either indefinitely or for a stated period of time, to participate in Employer's financed activities if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, an Employer's financed contract.

3.2 Furthermore, Tenderers shall be aware of the provision stated in the Conditions of Contract **(GCC 10.3).**

4. Eligible Tenderers

4.1 This Invitation for Tenders is limited to Contractors possessing updated valid enlistment under the Procuring Entity only as specified in the **TDS.**

4.2 Tenderers shall have the legal capacity to enter into the Contract under the Applicable Law.

4.3 Tenderers shall have fulfilled its obligations to pay taxes under the provisions of laws and regulations of Bangladesh.

4.4 Tenderers and all parties constituting the Tenderer shall not have a conflict of interest.

4.5 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 Clause 3.1**.

4.6 Tenderers are not restrained or barred from participating in Public Procurement on grounds of poor performance in the past under any Contract.

4.7 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.

4.8 Tenderers shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, as the Procuring Entity will reasonably request.

B. Tender Document

5. Tender Document

5.1 The Sections comprising the Tender Document are listed below, and should be read in conjunction with any Amendment issued under **ITT Clause** 7.

- 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 Bill of Quantities (BOQ)
- Section 7 Particular Specifications

6. Clarification of Tender Document

6.1 A prospective Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address and, within time as specified in the **TDS.**

7. Amendment to Tender Document

7.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity on its own initiative or in response to a clarification request in writing from a Tenderer, may revise the Tender Document by issuing an Amendment.

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7.2 The Amendment issued under **ITT Sub Clause 7.1** 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 the Tender Documents, within **five (5)** working days of issuance of such Amendment, to enable Tenderers to take appropriate action.

7.3 If an Amendment is issued when time remaining is less than **one-third** of the time allowed for the preparation of Tenders, the Procuring Entity at its discretion 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 Amendment. In any case, the minimum time for such extension shall not be less than **three (3)** working days.

C. Qualification Criteria

8. General Criteria

8.1 Tenderers shall possess the minimum requirements to perform the contract, which entails setting pass/fail criteria, which if not met by the Tenderers, will result in consideration of its Tender as non-responsive.

8.2 In addition to meeting the eligibility criteria, as stated under **ITT Clause 4**, Tenderers must satisfy the other criteria stated in **ITT Clauses 9 to 12** inclusive.

8.3 To qualify for multiple number of contracts/lots in a package made up of this and other individual contracts/lots for which Tenders are invited in the Invitation for Tenders, the Tenderers shall demonstrate having resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

9. Experience Criteria

9.1 Tenderers shall have experience in Clearing & Forwarding (C&F) services.

10. Financial Criteria

10.1 Tenderers shall have the minimum liquid assets i.e. working capital or credit line(s) from any scheduled Bank of Bangladesh, net of other contractual commitments, of the amount as specified in the **TDS** to qualify for the performance of the Physical Services under the Contract.

11. Personnel Capacity

11.1 Tenderers shall have the minimum level of personnel capacity to qualify for the performance of the Physical Services under the Contract consisting of key personnel with qualifications and experience as specified in the **TDS.**

12. Joint Venture (JV)

12.1 No Joint Venture (JV) shall be permissible under this Invitation for Tenders. Tenders submitted in the form of JV shall be considered non-responsive.

13. Subcontractor(s)

13.1 The successful Tenderer shall under no circumstances assign the Physical Services or any part of it to the Subcontractor(s).

D. Tender Preparation

14. Only one Tender

14.1 Tenderers shall submit only one (1) Tender for each lot. Tenderer who submits or participates in more than one (1) Tender in one (1) lot of a package or in one (1) package with one (1) lot will cause all the Tenders of that particular Tenderer to be rejected.

15. Cost of Tendering

15.1 Tenderers shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

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16. Issuance and Sale of Tender Document

16.1 The Procuring Entity shall make Tender Documents available immediately to the potential Tenderers, requesting and willing to purchase at the corresponding price by the date the advertisement has been published in the newspaper or such other invitation, as applicable.

17. Language of Tender

17.1 Tenders shall be written in the English language. Correspondences and documents relating to the Tender may be written in *English* or *Bangla.*

18. Contents of Tender

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

(a) Tender Submission Letter (**Form CF-1**) as stated under **ITT Sub Clause 19.1**;

(b) Tenderer Information (**Form CF-2**) as furnished in **Section 5: Tender Forms**;

(c) the priced Bill of Quantities for each lot as stated under **ITT Sub Clause 19,20 and 21;**

(d) documentary evidence of updated valid enlistment under the Procuring Entity as stated under **ITT Sub Clause 4.1**;

(e) documentary evidence of Tax Identification Number (TIN) and VAT as a proof of fulfilment of taxation obligations as stated under **ITT Sub Clause 4.3**;

(f) documentary evidence as stated under **ITT Clause 22** establishing the Tenderer's eligibility and minimum qualifications required to be met for due performance of Clearing & Forwarding (C&F) services under the Contract; and

(g) any other document as specified in the **TDS.**

19. Tender Submission Letter and Bill of Quantities

19.1 Tenderers shall submit the Tender Submission Letter (**Form CF-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 rejected as being incomplete.

19.2 Tenderers shall submit the priced BOQ using the form(s) furnished in **Section 6: Priced Bill of Quantities.**

19.3 If in preparing its Tender, the Tenderer has made errors, 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.

20. Tender Prices

20.1 Tenderers shall fill in unit rates or lumpsum prices both in figures and in words in the blank space provided in the priced **BOQ**. The price to be quoted in the Tender Submission Letter shall be the total price of the Tender or in percentage of commission.

20.2 The items quantified in the BOQ for which no unit rates or lumpsum prices have been quoted by the tenderer will not be paid for, by the Procuring Entity.

20.3 All applicable taxes, custom duties, VAT and other levies payable by the Contractor under the Contract deemed included in the unit rates or prices provided in the priced BOQ and therefore, the total Tender price submitted by the Tenderer shall be as stated under **ITT Sub Clause 20.1**.

20.4 The price of a Contract shall be fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions.

21. Tender Currency

21.1 Tenderers shall quote all prices in the Tender Submission Letter in Bangladesh Taka (BDT) currency.

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22. Documents Establishing the Eligibility and Qualification of the Tenderer

22.1 Tenderers shall complete and submit the documentary evidence, as applicable to satisfy the following:

- (a) complete the eligibility declarations in the Tender Submission Letter (**Form CF-1**);
- (b) complete the Tenderer Information (**Form CF-2**);
- (c) adequacy of minimum liquid assets i.e working capital substantiated by immediate past Audit Reports or credit line(s), substantiated by any scheduled Bank of Bangladesh as specified in the format (**Form CF-3**), 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 as stated under **ITT Sub Clause 10.1**;
- (d) authority (s) to seek references from the Tenderer's Bankers or any other sources in its letter-head pad;
- (e) Qualifications and Experience of Key Personnel Proposed for Contract administration and management (**Form CF-2);**

23. Validity Period of Tender

23.1 Tenders shall remain valid for the period specified in the **TDS** after the date of Tender submission deadline prescribed by the Procuring Entity.

24. Tender Security

24.1 Tenderers shall not be required to furnish as part of its Tender, any Tender Security**.**

25. Format and Signing of Tender

25.1 Tenderers shall prepare one (1) original of the documents comprising the Tender as described in **ITT Clause 18**.

25.2 The original Tender shall be typed or written in indelible ink and shall be signed only by the Person possessing the enlistment. Any interlineations, erasures, or overwriting will be valid only if they are signed or initialled by the Person signing the Tender.

E. Tender Submission

26. Sealing, & Marking of Tender

27.1 Tenderers shall enclose the Tender in one (1) envelope duly sealed with all the relevant particulars of the Tender written on the envelope.

27. Deadline for Submission of Tender

27.1 Tenders shall be delivered by hand or by mail, including courier services at the address(s) as specified in the **TDS** and not later than the date and time specified in the **TDS**.

27.2 The Procuring Entity may, at its discretion, extend the deadline for submission of Tender as stated under **ITT Sub Clause 27.1**, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline will thereafter be subject to the new deadline as extended.

28. Late Tender

28.1 Any Tender received by the Procuring Entity after the deadline for submission of Tenders as stated under **ITT Sub Clause 27.1 and 27.2** shall be declared LATE and returned unopened to the Tenderer.

29. Modification, Substitution or Withdrawal of Tender

29.1 Tenderers may not modify, substitute or withdraw its Tender after it has been submitted.

F. Tender Opening & Evaluation

30. Tender Opening

30.1 Tenders shall be opened immediately after the deadline for submission of Tenders at the place as specified in the **TDS** but not later than **ONE HOUR** after expiry of the submission deadline.

30.2 Ensuring that all the envelopes are opened, details of each Tender will be dealt with as follows:

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(a) the Chairperson of the TOC will read aloud each Tender and record in the Tender Opening Sheet (TOS):
   - (i) the name and address of the Tenderer;
   - (ii) the Tender Price; and
   - (iii) such other details as the Procuring Entity, at its discretion, may consider appropriate.

(b) all pages of the original version of the Tender, except for un-amended printed literature, will be initialled by members of the TOC.

30.3 Upon completion of Tender opening, all members of the TOC and the Tenderers or Tenderer's duly authorised representatives attending the Tender opening shall sign by name, address, designation, the TOS, 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 TOC and any authorised Consultants and, to the Tenderers immediately.

30.4 No Tender will be rejected at the Tender opening stage except the LATE Tenders as stated in the **ITT Clause 28**.

31. Evaluation Process

31.1 Tender Evaluation Committee (TEC) may consider a Tender as responsive in the Evaluation, only if it is submitted in compliance with the mandatory requirements set out in the Tender Document. The evaluation process should begin immediately after Tender opening following four steps:
- (a) Preliminary Examination;
- (b) Technical Examinations and Responsiveness;
- (c) Financial evaluation and price comparison;
- (d) Post-qualification of the Tender.

32. Preliminary Examination

32.1 TEC shall examine the Tenders to confirm that all documentation requested in **ITT Clause 19** has been provided, to determine the completeness of each document submitted.

32.2 TEC shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the Tender shall be rejected.
- (a) Tender Submission Letter;
- (b) Letter of Enlistment by the specified Procuring Entity; and
- (c) Priced Bill of Quantities.

33. Technical Examination & Responsiveness

33.1 If a Tender is not responsive to the mandatory requirements set out in the Tender Document, shall not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation, or omission.

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

33.3 TEC shall examine the adequacy and authenticity of the documentary evidence as stated under **ITT Clause 22**.

33.4 If after the examination, TEC determines that the Tender has complied the terms and conditions and the technical aspects, set out in **ITT Sub Clause 33.3,** it shall be considered responsive.

34. Clarification on Tender

34.1 TEC may ask Tenderers for clarifications of their Tenders in order to assist the examination and evaluation of the Tenders.

34.2 If a Tenderer does not provide clarifications of its Tender by the date and time, its Tender shall not be considered in the evaluation.

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35. Correction of Arithmetical Errors

35.1 TEC shall correct any arithmetic errors that are discovered during the examination of Tenders, and shall promptly notify the concerned Tenderer(s) of any such correction(s) for due acceptance by the Tenderer. If the Tenderer that does not accept the correction of arithmetic errors, its Tender shall be considered non-responsive.

35.2 In case of discrepancy between words and figures, the rate quoted in word in the priced BOQ shall prevail.

36. Financial Evaluation

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

36.2 To evaluate a Tender, the TEC shall consider the Tender price after adjustments for correction of arithmetical errors, as stated under **ITT Sub Clause 35**.

36.3 To determine the lowest-evaluated lot(s), the TEC will take into account:

(a) the lowest-evaluated Tender for each lot;

(b) the resources sufficient to meet the qualifying criteria for the individual lot or aggregate of the qualifying criteria for the multiple lots.

37. Price Comparison

37.1 TEC will compare unit rates or lumpsum prices of all responsive Tenders to determine the lowest-evaluated Tender, in accordance with **ITT Clause 36**.

37.2 In the event that there is a tie for the lowest evaluated Tender price, the selection of the successful Tenderers shall be made by open **Lottery.** Tenderer shall be selected in order (1st, 2nd, 3rd and so on) by lottery.

37.3 The Procuring Entity reserves the right to distribute the number(s) of shipments among the Tenderers in case of more than 1 (one) successful Tenderer.

38. Negotiations

38.1 No negotiations shall be held during the Tender evaluation or award with the lowest or any other Tenderer.

39. Post-qualification

39.1 The determination on Post-Qualification shall be based upon an examination of the documentary evidence of the Tenderer's eligibility and qualifications submitted by the Tenderer, pursuant to **ITT Clause 22**, clarifications in accordance with **ITT Clause 34** and the qualification criteria indicated in **ITT Clause 8, 9, 10, 11, 12 & 13**. Factors not included therein shall not be used in the evaluation of the Tenderer's qualification.

39.2 In the event that the successful first ranked Tenderer with lowest evaluated Tender price fails the Post-qualification, the TEC shall make a similar determination for the second ranked Tenderer and so on for the remaining third ranked Tenderer.

40. Procuring Entity's Right to Accept any or to Reject Any or All Tenders

40.1 The Procuring Entity reserves the right to accept any Tender or to reject any or all the Tenders any time prior to contract award and, to 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, without thereby incurring any liability to Tenderers, or any obligations to inform the Tenderers of the grounds for the Procuring Entity's action.

41. Rejection of All Tenders

41.1 The Procuring Entity may, in the circumstances as stated under **ITT Sub Clause 40.1** reject all Tenders following recommendations from the TEC only after the approval of such recommendations by the Head of the Procuring Entity.

41.2 All Tenders can be rejected, if -

(a) all Tenders are non-responsive; or

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(b) evidence of professional misconduct, affecting seriously the Procurement process.

42. Informing Reasons for Rejection

42.1 Notice of the rejection will be given promptly within seven (7) working days of decision taken by the Procuring Entity to all Tenderers and, the Procuring Entity 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

43. Award Criteria

43.1 The Procuring Entity shall award the Contract to the Tenderer whose Tender is responsive to all the requirements of the Tender Document and that has been determined to be the successful lowest evaluated Tender, provided further that the Tenderer is determined to be Post-qualified as stated under **ITT Clause 39**.

43.2 The Procuring Entity shall award the Contract more than 1(one) Tenderers whose Tender is responsive to all the requirements of the Tender Document and selected through Lottery.

44. Notification of Award

44.1 Prior to the expiry of the Tender Validity period and within three (03) days of receipt of the approval of the award by the Approving Authority, the Procuring Entity shall issue the Notification of Award (NOA) to the successful Tenderer. However, in case of selection of more than 1(one) Lottery, NOA will be issued to all successful Tenderers individually.

44.2 The NOA, attaching the Contract as per the sample (**Form CF-4**) to be signed, shall state:

- (a) the acceptance of the Tender by the Procuring Entity;
- (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 furnished; and
- (e) the date and time within which the Contract shall be signed.

44.3 The NOA shall be accepted by the successful Tenderer within one (1) working days from the date of its issuance.

44.4 Until a formal contract is signed, the NOA will constitute a Contract, which shall become binding upon the signing of the Contract by both parties.

45. Performance Security

45.1 The Performance Security shall be furnished by the successful Tenderer in BDT currency, of the amount as specified in the **TDS,** in the form of a Bank Draft, Pay Order or an irrevocable unconditional Bank Guarantee, in the format (**Form CF-6**),without alteration, issued by any scheduled Bank of Bangladesh acceptable to the Procuring Entity; within three (03) days from the date of acceptance of the NOA but not later than the date specified therein, for due performance of the Contract.

45.2 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.

45.3 The Procuring Entity shall verify the authenticity of the Performance Security furnished by the successful Tenderer by sending a written request to the branch of the Bank issuing the Pay Order, Bank Draft or irrevocable unconditional Bank Guarantee in specified format.

46. Contract Signing

46.1 Within three (03) days of the issuance of the NOA, the successful Tenderer(s) and the Procuring Entity shall sign the contract. However, in case of selection of more than 1(one) Tenderer through Lottery, Contract will be signed with the successful individual Tenderers.

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46.2 Failure of the successful Tenderer(s) to sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event the Procuring Entity may award the Contract to the next ranked successful Tenderer, who is determined by the TEC to be qualified to perform the Contract satisfactorily.

47. Debriefing of Tenderers

47.1 Debriefing of Tenderers by the Procuring Entity 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.

48. Right to Complain

48.1 Tenderer has the right to complain.

Section 2. Tender Data Sheet

ITT Clause	**Amendments of, and Supplements to, Clauses in the Instructions to Tenderers**
A. General	
ITT 1.1	The Procuring Entity is *Bangladesh-China Power Company Limited*
	The Name of the Tender is: Procurement of Clearing & Forwarding (C & F) Services for 10 Nos. of coal shipments (GBU-10+ATC-59+BR-352 and 7 Shipments onwards) Tender Ref: BCPCL/Procurement/LTM/2025-26/1016.03 Lot No(s): Single lot
ITT 4.1	Tenderers possessing updated valid enlistment under Bangladesh-China Power Company Limited are eligible to participate in the Procurement process.
B. Tender Document	
ITT 6.1	For **clarification of Tender Document purposes** only, the Procuring Entity's address is: Attention: Superintending Engineer (Procurement), BCPCL Address: Level-5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka-1215. Contact Number: 01708458247 e-mail address: procurement@bcpcl.org.bd and contact Procuring Entity within October 26, 2025
C. Qualification Criteria	
ITT 10.1	The minimum amount of liquid assets i.e. working capital or credit line(s) of the Tenderer shall be BDT 1,500,000.00 (one million five hundred thousand) only
D. Tender Preparation	
ITT 23.1	The Tender Validity period shall be *60 (sixty)* days.
E. Tender Submission	
ITT 27.1	The date and time for submission of Tender are: Date: October 29, 2025 Time: 12:00 PM For Tender submission purposes only, the BCPCL's address is: Attention: Superintending Engineer (Procurement) Street Address: 8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka – 1215, Bangladesh
F. Tender Opening and Evaluation	
ITT 30.1	The Tender Opening shall take place at: Street Address: 8, Panthapath, Kawran Bazar, Level 5, UTC Building, Dhaka – 1215, Bangladesh on Date: October 29, 2025 & Time: 12:30 PM
G. Contract Award	
ITT 45.1	The Performance Security will be 5 (five) percent of Total Contract Price.

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.

(b) **Bill of Quantities** (BOQ) means the priced and completed Bill of Quantities forming part of the Contract defined in **GCC Clause 36.**

(c) **Completion Date** is the actual date of completion of the Physical Services certified by the Project Manager, in accordance with **GCC Clause 14 & 43**.

(d) **Contract Agreement** means the Agreement entered into between the Procuring Entity 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 Physical Services.

(e) **Contract Documents** means the documents listed in **GCC Clause 5**, including any amendments thereto.

(f) **Contractor** means the Person under contract with the Procuring Entity for the execution of Physical Services under the Rules and the Act as stated in the **PCC**.

(g) **Contract Price** means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, for the execution, completion and maintenance of the Physical Services in accordance with the provisions of the Contract.

(h) **Contractor's Tender** is the completed Tender including the priced BOQ and the Schedules submitted by the Contractor to the Procuring Entity.

(i) **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.

(j) **Day** means calendar day unless otherwise specified as working days.

(k) **GCC** means the General Conditions of Contract.

(l) **Government** means the Government of the People's Republic of Bangladesh.

(m) **"Head of the Procuring Entity"** means the Head of the Organization or the Managing Director or a corporate body established under the Companies Act.

(n) **Month** means calendar month.

(o) **Original Contract Price** is the Contract Price stated in the Procuring Entity's Notification of Award and further clearly determined in the Contract.

(p) **Permanent Physical Services** means the permanent Physical Services to be executed by the Contractor under the Contract.

(q) **PCC** means the Particular Conditions of Contract.

(r) **Procuring Entity** means a Procuring Entity having administrative and financial powers to undertake procurement of Physical services using BCPCL own funds.

(s) **Project Manager** is the person named in the **PCC** or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution and completion of the Physical services and administering the Contract.

(t) **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.

(u) **Start Date** is the last date by which the Contractor shall commence execution of the Physical services under the Contract.

(v) **Variation** means any change to the Physical Services directly procured from the original Contractor to cover increases or decreases in quantities, including the introduction of required physical services that are either due to change of plans or alignment to suit actual conditions, within the general scope and physical boundaries of the contract.

(w) **Writing** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail.

2. Communications and Notices

2.1 Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the addresses specified in the PCC. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

3. Governing Law

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

4. Governing Language

4.1 The Contract shall be written in English. All correspondences and documents relating to the Contract may be written in ***English*** **or** ***Bangla.***

5. Documents Forming the Contract and Priority of Documents

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

(a) signed Contract Agreement (Form CF-5);
(b) Notification of Award (CF-4);
(c) the completed Tender;
(d) the Particular Conditions of Contract;
(e) the General Conditions of Contract;
(f) the priced Bill of Quantities and the Schedules;
(g) the Particular Specifications; and
(h) any other document listed in the PCC forming part of the Contract.

6. Scope of Physical Services

6.1 The Physical service to be executed, completed and maintained shall be as specified in the BOQ and **Section-7: Particular Specifications**.

7. Assignment

7.1 The Service Provider shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Service Provider's rights, claims or obligations under this Contract except with the prior written approval of the Employer.

8. Eligible Services

8.1 The Service Provider shall be a national of Bangladesh.

9. Taxes and Duties

9.1 The Service Provider shall be entirely responsible for all applicable taxes, custom duties, other levies imposed or incurred inside and outside Bangladesh.

9.2 Tenderer is subjected to local Taxes as per the applicable Law, in case out-sourcing. AIT deducted from the commission at source, or as per legislative change.

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9.3 Tenderer and his deployed workers are subjected to VAT on amounts payable by the client as per the applicable Law in case out-sourcing which will be deducted at source.

10. Corrupt, Fraudulent, Collusive or Coercive Practices

10.1 BCPCL requires that Procuring Entity as well as the Contractor shall observe the highest standard of ethics during implementation of procurement proceedings and the execution of Contracts under BCPCL funds.

10.2 Should any corrupt or fraudulent practice of any kind come to the knowledge of the Employer, it shall, in the first place, allow the Service Provider to provide an explanation and shall take actions only when a satisfactory explanation is not received. Such decision and the reasons therefore, shall be recorded in the procurement proceedings and promptly communicated to the Service Provider concerned. Any communications between the Service Provider and the Employer related to matters of alleged fraud or corruption shall be in writing.

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

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

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

B. Commencement, Completion and Modification

11. Programme of Physical Services

11.1 Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

12. Effectiveness of Contract

12.1 The Contract shall come into force on the date the Contract is signed by both Parties and such other date as specified in the **PCC.**

13. Starting Date

13.1 The Service Provider shall commence carrying out the Services not later than the number of days as specified in the **PCC**, after the date the Contract becomes effective.

14. Intended Completion Date

14.1 Unless terminated earlier pursuant to **GCC Clauses 49 to 52**, the Service Provider shall complete the activities by the Intended Completion Date as specified in the **PCC**.

15. Modifications or Variations

15.1 The Employer may notify the Service Provider to alter, amend, omit, add to, or otherwise vary the services, provided that the changes in the Services involved are necessary for the satisfactory completion of the assignment.

15.2 Any modification or variation of the terms and conditions of the Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the Parties. Each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16. Contractor Personnel

16.1 The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services under the Contract.

C. Obligations of the Service Provider

17. General

17.1 The Service Provider shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services and, shall at all times support and safeguard the Employer's legitimate interests in any dealings with Third Parties.

18. Conflict of Interests

18.1 The Service Provider shall hold the Employer's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

19. Service Provider Not to Benefit from Commissions Discounts etc.

19.1 The Service Provider shall not except for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of their obligations hereunder, and the Service Provider shall use their best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

20. Service Provider and Affiliates not to Engage in Certain Activities

20.1 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, shall be disqualified from providing goods, works or services (other than the services or continuation thereof for any project resulting from or closely related to this service.

21. Prohibition of Conflicting Activities

21.1 The Service Provider, during the term of this Contract, shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.

22. Confidentiality

22.1 The Service Provider and the Personnel shall not at any time disclose any proprietary or confidential information relating to the assignment, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

23. Indemnification

23.1 The Service Provider shall indemnify, hold and save harmless, and defend, at its own expense, the Employer, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Service Provider, or the Service Provider's officers, agents, and employees, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of Employer's liability and Workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Service Provider, its officers, agents and employees.

23.2 The obligations as stated under **GCC Sub Clause 23.1** shall not lapse upon conclusion or termination of this Contract provided that the Service provider is notified of such actions, claims, losses or damages not later than the number of months as specified in the **PCC**.

24. Insurance to be taken out by the Service Provider

24.1 The Service Provider, if so, specified in the **PCC**,

- (a) shall take out and maintain at their own cost, but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage; and
- (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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25. Accounting, Inspection and Auditing

25.1 The Service Provider shall-

(a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with nationally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant changes in time and costs, and the bases thereof; and

(b) periodically permit the Employer or its designated representative up to five (5) years from the conclusion or termination of this Contract, to inspect the same and make copies as well as to have them audited by auditors appointed by the Employer, if so, required by the Employer.

26. Service Provider's Actions Requiring Employer's Prior Approval

26.1 The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) any change or addition to the Personnel to the Contract;

(b) any change in the Program of activities; and

(c) any other action that may be specified in the **PCC**.

27. Reporting Obligations

27.1 The Service Provider shall submit to the Employer the reports and documents specified in **Section-7: Particular Specifications** to the Contract hereto, in the form, in the numbers and within the time periods.

28. Proprietary Rights on Documents Prepared by the Service Provider

28.1 All plans, specifications, designs, statistics, reports, other documents, data and software compiled or prepared by the Service Provider for the Employer under this Contract shall become and remain the absolute property of the Employer, and the Service Provider shall, not later than upon conclusion or termination of this Contract, deliver all such documents to the Employer, together with a detailed inventory.

29. Liquidated Damages

29.1 If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as stated under **GCC Sub Clause 29.2**.

29.2 The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

30. Correction for Over-payment

30.1 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **GCC Sub Clause 45.1**.

31. Lack of Performance damages claim

31.1 If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, damages for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in **GCC Sub clause 52.1** and, as specified in the **PCC**.

32. Performance Security

32.1 The Employer shall notify the Service Provider of any claim made against the Bank issuing the Performance Security.

32.2 The Employer may claim against the security if any of the following events occurs for fourteen (14) days or more.

(a) The Service Provider is in breach of the Contract and the Employer has duly notified him or her; and

(b) The Service Provider has not paid an amount due to the Employer and the Employer has duly notified him or her.

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32.3 In the event the Service Provider 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.

D. Obligations of the Employer

33. Assistance and Exemptions

33.1 The Employer shall use its best efforts to ensure that the Government shall:
- (a) provide the Service Provider and Personnel with documents as shall be necessary to enable the Service Provider or Personnel to perform the Services;
- (b) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (c) assist the Service Provider in obtaining necessary licenses and permits needed to carry out the Services; and
- (d) provide to the Service Provider and Personnel any such other assistance as may be specified in the **PCC**.

34. Change in the Applicable Law Related to Taxes

34.1 If, after the date of signing of the Contract, and during the performance of the Contract, there is any change in the Applicable Law with respect to taxes which increases or decreases the cost incurred by the Service Provider in performing the Services, then the amounts otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amount specified in **GCC Sub Clause 40.1**.

35. Services and Facilities

35.1 The Employer shall make available to the Service Provider, for the purposes of the Services, free of any charge, the services and facilities described in the **Section-7: Particular Specifications** to the Contract at the times and in the manner specified.

36. Bill of Quantities (BOQ)

36.1 The Bill of Quantities shall contain priced items for the Physical Services done by the Contractor.

36.2 The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done in the Bill of Quantities for each item.

37. Payment

37.1 In consideration of the Services performed by the Service Provider under this Contract, the Employer shall make to the Service Provider such payments and in such manner as stated under **GCC Clauses 38 to 43**.

E. Payments to the Service Provider

38. Payments: General

38.1 All payments under this Contract shall be made to the account of the Service Provider as specified in the **PCC**.

38. Payment to the Contractor

39.1 Payments in respect of the Services shall be made according to the payment schedule stated in the PCC after the conditions listed in the PCC for such payment have been met, and the Service Provider has submitted an invoice, not later than fifteen (15) days after the condition met, to the Employer specifying the amount due. The Employer shall pay the Service Provider within thirty (30) days after the receipt of the invoices.

39.2 Payments for Physical Services under Variation Orders satisfactorily accomplished, pursuant to **GCC Clause 15**, may be made only after approval of the same by the Approving Authority or next higher, as appropriate.

39.3 Payments due to the Contractor in each certificate shall be made into the Bank Account, in any scheduled Bank of Bangladesh, of the legal title

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of the Contract specified in the PCC, nominated by the Contractor in the currency specified in the Contract.

39.4 In the event of termination of this Contract, the Employer shall make the payments to the Service Provider for Services satisfactorily performed prior to the effective date of termination.

40. Payment for Additional Services

40.1 Payment for additional Services shall be made as agreed under **GCC Sub Clause 15.**

41. Amendment to Contract

41.1 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.

41.2 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.

42. Final Payment

42.1 The final payment under this Contract shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Service Provider and approved as satisfactory by the Employer.

43. Suspension of Payments

43.1 The Employer may, by written notice of suspension to the Service Provider, suspend all or part of the payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension:

(a) shall specify the nature of the failure, and

(b) shall request the Service Provider to remedy such failure within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

F. Time Control

44. Completion of Services

44.1 The Service Provider shall carry out the Services in accordance with the Programme submitted by the Service Provider, as updated with the approval of the Employer and complete them by the Intended Completion Date.

45. Extension of the Intended Completion Date

45.1 In the event of delaying shipment, the employer may extend the Intended Completion Date it may request the Employer to extend the Intended Completion Date giving reasons. The Employer shall extend the Intended Completion Date in the circumstances of Force Majeure defined under **GCC Sub Clause 1.1 (d).**

46. Progress Meeting

46.1 The Employer and the Service Provider shall arrange progress meetings at regular intervals to review the progress and performance of the works.

H. Quality Control

47. Identifying Defects

47.1 The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the **PCC**. The Employer shall check the Service Provider's performance and notify him or her of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.

48. Correction of Defects, and Lack of Performance Penalty

48.1 If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in **GCC Sub Clause 31.1**.

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I. Termination

49. Termination for Default

49.1 The Employer or the Service Provider, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty (30) days' written notice of termination to the other party.

50. Termination for Insolvency

50.1 The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if:

(a) the Employer becomes bankrupt or otherwise insolvent;

(b) the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or

(c) 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.

51. Termination for Convenience

51.1 The Employer, by notice sent to the Service Provider, may in its sole discretion and for any reason whatsoever, terminates 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 Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

52. Termination because of Force Majeure

52.1 The Employer and the Service Provider may at any time terminate the Contract by giving notice to the other party if, as the result of **Force Majeure**, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

J. Settlement of Disputes

53. Amicable Settlement

53.1 The Employer and the Service Provider shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

54. Adjudication

54.1 The Adjudicator named in the **PCC** is jointly appointed by the parties. In case of any disagreement between the parties at a later stage, the Appointing Authority as specified in the PCC shall appoint the Adjudicator within fourteen (14) days of receipt of such request from either party.

54.2 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within fourteen (14) days of the notification of disagreement of one party to the other.

54.3 The Adjudicator shall give a decision in writing within twenty-eight (28) days of receipt of a notification of a dispute.

54.4 The Adjudicator shall be paid by the hour at the rate specified in the **PCC,** together with reimbursable expenses of the types specified in the **PCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within twenty-eight (28) days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above twenty-eight (28) days, the Adjudicator's decision will be final and binding.

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54.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, the Adjudicator shall be appointed by the Appointing Authority as specified in the **PCC** at the request of either party, within fourteen (14) days of receipt of such request.

Section 4. Particular Conditions of Contract

Instructions for completing the Particular Conditions of Contract are provided in italics in parenthesis for the relevant GCC Clauses.

<table>
<tr><th>GCC Clause</th><th>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</th></tr>
<tr><td>GCC 1.1(g)</td><td>The Contractor is</td></tr>
<tr><td>GCC 1.1(s)</td><td>The Procuring Entity is
Bangladesh-China Power Company Limited
Level-5, UTC Building, 8 Panthapath, Kawran Bazar, Dhaka-1215</td></tr>
<tr><td>GCC 1.1(t)</td><td>The Project Manager is
<i>Manager (Commercial), BCPCL</i></td></tr>
<tr><td>GCC 1.1(q)</td><td>The Physical Services consist of
<i>Procurement of Clearing & Forwarding (C & F) Services for 10 Nos. of coal shipments (GBU-10+ATC-59+BR-352 and 7 Shipments onwards)</i></td></tr>
<tr><td>GCC 5.1 (h)</td><td>Other documents forming part of the Contract are
Not Required</td></tr>
<tr><td>GCC 11.1</td><td>The Contractor shall submit a Programme for the Physical Services within 1 (one) days of signing the Contract.</td></tr>
<tr><td>GCC 13.1</td><td>The Start Date shall be <i>Tentatively from</i></td></tr>
<tr><td>GCC 14.1</td><td>The Intended Completion Date will be informed to awarded tenderer. The C&F Service shall be done prior to the arrival of each shipment.</td></tr>
<tr><td>GCC 16.1</td><td>The following Key Personnel to carry out the functions stated in the Schedule shall be employed by the Contractor:
<table>
<tr><th>Sl. No.</th><th>Name of Key Personnel</th><th>Position</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>GCC 29.1</td><td>
<p>The amount of Liquidated Damages is <i>25 (twenty-five) percent</i> of the contract value of the uncompleted Physical Services or any part thereof completed after expiry of the Intended Completion Date or extended Intended Completion Date, as applicable, per day of delay.</p>
<p>[Guide to application of Liquidated Damage</p>
<p><i>[Liquidated damages are equivalent to an amount to be determined in accordance with the following formulae</i></p>
<p>T = V x Px n</p>
<p><i>Where;</i></p>
<p>T = <i>Total amount of Liquidated Damages</i></p>
<p>V = <i>Contract Value of Uncompleted Physical Services, completed after the expiry of the Intended Completion Date or extended Intended Completion Date, as applicable</i></p>
<p>P = <i>Percent-rate at which the Liquidated Damages shall be imposed per day of delay</i></p>
<p>n = <i>No of days delayed for completion of uncompleted Physical Services or part thereof after the</i> expiry of the Intended Completion Date or extended Intended Completion Date, as applicable.]</p>
</td></tr>
</table>

	The maximum amount of Liquidated Damages for the uncompleted Physical Services or any part thereof is 100 (hundred) percent of the final Contract Price of the whole of the Physical Services. The contractor shall be debarred from further tenders in future, if failed to complete the Physical Service within the stipulated time.
GCC 32.1	The amount of Performance Security shall be *5 (five) percent* of the Contract Price.
GCC 37.1	The payment to the contractor will be the quoted price (at actual). VAT on C&F Commission will be reimbursed by BCPCL upon submission of invoice/ proof of payment of VAT on Govt.
GCC 38.3	The particulars of the Bank Account nominated are as follows: Title of the Account : *[insert title to whom the Contract awarded]* Name of the Bank : *[insert name with code, if any]* Name of the Branch : *[insert branch name with code ,if any]* Account Number : *[insert number]* Address : *[insert location with district]* Tel : Fax : e-mail address : *[information furnished by the Contractor shall be substantiated by the concerned Bank and authenticated by the Procuring Entity]*
GCC 42.1	No payment shall be made.
GCC 47.1	The Defect Liability Period is *Not Required*
GCC 53.1	The arbitration shall be conducted in the place mentioned below; Dhaka

Section 5. Tender & Contract Forms

Form	**Title**
	Tender Forms
CF-1	Tender Submission Letter
CF-2	Tenderer's Information
CF-3	Bank's Letter of Commitment for Line of Credit (*when this option is chosen*)
	Contract Forms
CF-4	Notification of Award
CF-5	Contract Agreement
CF-6	Bank Guarantee for Performance Security (*when this option is chosen*)

Forms **CF-1** to **CF-3** comprises part of the Tender Format and should be completed as stated in ITT Clauses.19.

Forms **CF-4** to **CF-6** comprises part of the Contract as stated in GCC Clause 5.

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Tender Submission Letter (Form CF-1)

[This letter should be completed and signed by the Tenderer on its Letter-Head Pad]

To: *[Name and address of Procuring Entity]*	Date:	
Invitation for Tender No:	Tender Package No:	Lot No:

In accordance with ITT Clauses 13, the following prices apply to our Tender:

The Tender Price is: (ITT Clause 20)	*Taka [state amount in figures]* *and Taka [state amount in words]*

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 23.1) and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) we have examined and have no reservations to the Tender Document, issued by you on *[insert date]* including Amendment, if any.

(c) we, declare that we are eligible to participate in this Tender and meet the eligibility criteria specified in the Tender Document (ITT Clause 4);

(d) furthermore, we are aware of ITT Clause 3.2 concerning such practices and pledge not to indulge in such practices in competing for or in executing the Contract;

(e) 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;

Signature:	*[insert signature of the Tenderer]*
Name:	*[insert full name of signatory with National ID Number]*
In the capacity of:	*[insert capacity of signatory]*

Tenderer Information (Form CF-2)

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

Invitation for Tender No:	Tender Package No:	Lot No:

1.	Eligibility Information of the Tenderer [ITT –Clauses 4 & 22]	
1.1	Tenderer's legal title	
1.2	Tenderer's registered address	
1.3	Tenderer's year of registration	
1.4	Tenderer's Value Added Tax (VAT) Registration Number	
1.5	Tenderer's Tax Identification Number (TIN)	
1.6	Tenderer to attach photocopies of original documents mentioned aside	All relevant documents stated under ITT Clause 4 & 22

2.	Qualification Information of the Tenderer		
2.1	Liquid Assets available to meet the construction cash flow [ITT Sub Clause 10.1]		
	No	Source of Financing	Amount Available

In order to confirm the above statements, the Tenderer shall submit, as applicable, the documents mentioned in ITT Sub Clause 22.1(c).

2.2	Contact Details [ITT Sub Clause 22.1 (d)		
	Name, address, and other contact details of Tenderer's Bankers and any other sources that may provide references, if contacted by this Procuring Entity		
2.3	Qualifications and Experience of Key Personnel Proposed for Contract administration and management [ITT Sub Clause 22.1(e)]		
	Name	Position	Years of Experience

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Letter of Commitment for Bank's Undertaking for Line of Credit

(Form CF-3)

[This is the format for the Credit Line to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause22.1 (c)]

Invitation for Tender No: Date:
Tender Package No:
Lot No (when applicable)
To:

[Name and address of the Procuring Entity]

CREDIT COMMITTMENT No: [insert number]

We have been informed that [name of Tenderer] (hereinafter called "the Tenderer") intends to submit to you its Tender (hereinafter called "the Tender") for the execution of the Physical Services of [description of physical services] under the above Invitation for Tenders (hereinafter called "the IFT").

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

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

In witness where off, authorised representative of the Bank has hereunto signed and sealed this Letter of Commitment.

Signature

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Notification of Award (Form CF-4)

Contract No: Date:
To:

[Name of Contractor]

This is to notify you that your Tender dated *[insert date]* for the execution of the Physical Services for *[name of project/Contract]* for the Contract Price of Tk *[insert amount in figures and in words]*, as corrected and modified in accordance with the Instructions to Tenderers, has been approved by *[name of Procuring Entity]*.

You are thus requested to take following actions:

i. accept in writing the Notification of Award within one (1) day of its issuance in accordance with ITT Sub Clause 44.3.

ii. furnish a Performance Security in the form as specified and in the amount of Tk *[state amount in figures and words], within* two (2) days of acceptance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Clause 44 & 45. The Performance Security shall remain valid until (*specify date*).

iii. sign the Contract within three (3) days of issuance of this Notification of Award but not later than *(specify date)*, in accordance with ITT Sub Clause 46.1.

You may proceed with the execution of the Physical Services_only upon completion of the above tasks. You may also please note that this Notification of Award shall constitute the formation of this Contract which shall become binding upon you.

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

Signed

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

Date:

Bangladesh-China Power Company Ltd. ● BCPCL ●

Contract Agreement (Form CF-5)

THIS AGREEMENT made the (day) day of between *[name and address of Procuring Entity]* (hereinafter called "the Procuring Entity") 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 Physical Services, viz, *[brief description of Physical Services]* and has accepted a Tender by the Contractor for the execution of those Physical Services in the sum of Taka *[Contract price in figures and in words]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract hereafter referred to.

2. The documents forming the Contract shall be interpreted in the following order of priority:
    (a) signed Contract Agreement (Form CF-5);
    (b) Notification of Award (CF-4);
    (c) the completed Tender;
    (d) the Particular Conditions of Contract;
    (e) the General Conditions of Contract;
    (f) the priced Bill of Quantities and the Schedules;
    (g) the Particular Specifications; and
    (h) 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 Procuring Entity to execute and complete the Physical Services and to remedy any Defect 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 Physical Services and the remedying of Defect 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 The Contractor

Signature

Name

National ID No.
Title

In the presence of
Name

Address

Bangladesh-China Power Company Ltd.
BCPCL

Bank Guarantee for Performance Security (Form CF-6)

[This is the format for the Performance Security to be issued by any scheduled Bank of Bangladesh in accordance with ITT Clause 45]

Contract No: [insert reference number] Date: [insert date]

To:

[insert Name and address of Procuring Entity]

PERFORMANCE GUARANTEE No: *[insert number]*

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 Physical Services *[description of Physical Services]* 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 Tk *[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.

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.

Signature Signature

Bangladesh-China Power Company Ltd.
BCPCL

Section 7. Particular Specifications

7.1 Background

Bangladesh-China Power Company Limited (BCPCL), a Joint Venture Company (JVC) of NWPGCL of Bangladesh and CMC of China, is operating a coal-based 1320 MW Thermal Power Plant at Dhankhali, Patuakhali, Bangladesh. The plant consists of two (2) units of Ultra Super Critical Coal-Fired Power Plant each with a gross capacity of 1320 MW. The Company requires imported coal to operate the Plant which requires Clearing and Forwarding (C&F) Services. Therefore, BCPCL (Employer) invites qualified tenderers for Clearing & Forwarding Services for Coal Shipment.

7.2 Scope of Service

The C&F Agents shall perform the following duties and complete the work before arrival of the mother vessel(s) carrying coal/limestone:

a) Collect Copy Shipping Documents from BCPCL Corporate Office in Dhaka;
b) Shall obtain all necessary documents including but not limited to Letters, Applications, Forms, Import Permit from CCIE, Custom Duty Exemption Certificate from the Power Division under relevant SRO etc.,
c) Pre-assess the custom duty and taxes with copy shipping documents;
d) Collect Pay Order or any other instrument from BCPCL Corporate Office in Dhaka for payment of relevant custom duty and taxes excluding Tax and VAT on C&F Commission;
e) Pay the relevant custom duty and taxes on goods and C&F Commission to the custom authority or its designated bank;
f) Arrange Custom Out pass and Delivery Order for delivery of coal;
g) Receive coal from the mother vessel on behalf of BCPCL at BCPCL Jetty or Fairway or any other location chosen by BCPCL;
h) Arrange custom inspection, load and light draft survey of the mother vessels if required;
i) Pay the port dues and charges on coal initially which will be reimbursed by BCPCL after receipt of original invoices and money receipts issued by the port authority;
j) Make the Final Assessment after all coal/limestone discharged and light draft survey conducted;
k) Make payment of custom duty, taxes and port charges as final adjustments after light draft survey conducted, which will be reimbursed by BCPCL after receipt of original Bill of Entry, Assessment Notice, Invoices, Money Receipts etc.;
l) Submit all the relevant custom out passed documents in original or in copy as the case may be within 3 (three) working days after the final assessment is completed;
m) Arrange necessary manpower, messenger, transport costs, postages, courier fees, all sorts of communication, documentation charge, photocopy, scan, print, bind, stamp fees, revenues, living and food costs, insurance, utilities etc. throughout the work as may be required;
n) Take necessary action to collect the Test Sample Coal having weight of 5 Kg for each shipment from Dhaka Air Customs House. All the cost including any Taxes and Duties shall be borne by the C&F Agents.

7.3 Contract Period

Time is the essence for this particular contract and the service provider shall complete all the assign tasks of clearing and forwarding before the arrival of shipment. Liquidated damage will be imposed if the contractor failed to perform their assigned tasks before the arrival of ship

Section 6. Bill of Quantities

Item no.	Description of Item	Unit	Quantity	Number of Shipment	Unit Rate (%) of assessment value or Tk./MT		Total Amount (BDT)	
					In figures	In words	In figures	In words
1	2	3	4	5	6	7=6	8=4x5x6x16800	9=8
	to be filled in by the Procuring Entity				to be quoted and filled in by the Tenderer			
1	Clearing & Forwarding service for each Coal Shipment	MT	Approx. 60,000 tons	10				
				Total				

N.B.- i) Assessment value of the coal to be considered as BDT 16,800.00 (sixteen thousand eight hundred) only or will be changed according to the price of coal at the time of shipment.

ii) The payment to the contractor by Procuring Entity will be the quoted price (at actual).

iii) VAT on C&F Commission will be reimbursed by BCPCL upon submission of invoice/ proof of payment of VAT on Govt.

iv) Place of Delivery of Service: Payra/Chattogram Customs House.

This Bill of Quantities contains [**insert number**] corrections duly initialled and signed by the Tenderer

Note

1. Tenderer has the option to quote unit rate or lumpsum It is suggested that the Tenderer uses these sheets of the BOQ in order to avoid any manipulation, distortion and inadvertent mistakes or omissions in course of preparing the Tender by the Tenderer.
2. Unit rates or prices should be remaining fixed over the entire contract period. Unit rates or prices for each item shall be entered by the Tenderer which shall be inclusive of profit and overhead for all items of the Services described in the BoQ.
3. All kinds of applicable taxes, custom duties, fees, levies, VAT and other charges payable by the Service Provider under the Contract, or for any other cause shall also be included in the unit rates or prices and, the total Tender price submitted by the Tenderer in accordance with ITT Sub Clause 20.4.
4. Follow the Guidance notes under **Section 6**: **Bill of Quantities** in filling this Schedule