



BCPCL

Bangladesh-China Power Company (Pvt.) Limited
A Joint Venture of CMC & NWPGL

**REQUEST FOR QUOTATION
FOR**

**“West Side Living Area Network Expansion Project” & Network
Maintenance at Payra 1320MW TPP site**

BANGLADESH-CHINA POWER COMPANY (PVT.) LIMITED
(A Joint Venture of CMC and NWPGL)
UTC Building (Level-05), 8 Panthapath,
Kawran Bazar, Dhaka-1215, Bangladesh

Issued Ref.: BCPCL/Procurement/RFQ/2022-23/1116.02

Issued On: November 16, 2022

Submission Deadline: November 24, 2022 before 12:00PM





BANGLADESH-CHINA POWER COMPANY (PVT.) LIMITED

(A Joint Venture of CMC and NWPGL)

UTC Building (Level # 5), 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh
Phone No. 9143908, 9140757, Web: www.bcpcl.org.bd, E-mail: info@bcpcl.org.bd

REQUEST FOR QUOTATION

for

**“West Side Living Area Network Expansion Project” & Network Maintenance at Payra
1320MW TPP site**

Issued Ref.: BCPCL/Procurement/RFQ/2022-23/1116.02

Issued On: November 16, 2022

To

1. Bangladesh-China Power Company (Pvt.) Limited has been allocated funds and intends to apply a portion of the funds to eligible payments under the Contract for which this Quotation Document is issued.
2. Detailed Specifications for the intended goods and related services are available in the office of the Procuring Entity for inspection by the potential Quotationers during office hours on all working days.
3. Quotation shall be prepared and submitted using the 'RFQ Document'.
4. Quotation shall be completed properly, duly signed-dated each page by the authorized signatory and submitted by the date to the office as specified in Para 6 below.
5. No Securities such as Quotation Security (i.e. the traditionally termed Earnest Money, Tender Security) and Performance Security shall be required for submission of the Quotation and delivery of the Goods (if awarded) respectively.
6. Quotation in a sealed envelope or by fax or through electronic mail on or before November 24, 2022, 12:00PM. The envelope containing the Quotation must be clearly marked **“West Side Living Area Network Expansion Project” & Network Maintenance at Payra 1320MW TPP site** and **“DO NOT OPEN before November 24, 2022, 12:30 PM”**. Quotations received later than the time specified herein shall not be accepted.
7. Quotations received by fax or through electronic mail shall be sealed-enveloped by the Procuring Entity duly marked as stated in Para 6 above and, all Quotations thus received shall be sent to the Evaluation Committee for evaluation, without opening, by the same date of closing the Quotation.
8. The Procuring Entity may extend the deadline for submission of Quotations on justifiably acceptable grounds duly recorded subject to threshold of ten (10) days.
9. All Quotations must be valid for a period of at least 60 (Sixty) days from the closing date of the Quotation.
10. No public opening of Quotations received by the closing date shall be held.



Quotation Submission Letter

Issued Ref.: BCPCL/Procurement/Rfq/2022-23/1116.02
Issued On: November 16, 2022

Superintending Engineer (Procurement)
Bangladesh-China Power Company (Pvt.) Limited
UTC Building (Level-05), 8 Panthapath, Kawran Bazar,
Dhaka-1215, Bangladesh.

I/We, the undersigned, offer to execute in conformity with the Conditions of Contract for execution of the goods and physical services named **“West Side Living Area Network Expansion Project” & Network Maintenance at Payra 1320MW TPP site.**

The total Price of my/our Quotation is BDT

In Words:

My/Our Quotation shall remain valid for the period stated in the RFQ Document and it shall remain binding upon us and, may be accepted at any time prior to the expiration of its validity period.

I/We declare that I/we have the legal capacity to enter into a contract with you, and have not been declared ineligible by the Government of Bangladesh on charges of engaging in corrupt, fraudulent, collusive or coercive practices. Furthermore, I/we am/are aware of Para 29(b) of the Terms and Conditions and pledge not to indulge in such practices in competing for or in executing the works.

I/We am/are not submitting more than one Quotation in this RFQ process in my/our own name or other name or in different names. I/We understand that your written invitation to sign the Contract shall become binding upon us, until a formal Contract is signed.

I/We have examined and have no reservations to the RFQ Document issued by you on **November 16, 2022.**

I/We understand that you reserve the right to reject all the Quotations or annul the procurement proceedings without incurring any liability to me/us.

Signature of Quotationer with Seal
Date:



11. Quotationer's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law, if the Contract is awarded.
12. Rates shall be quoted and, subsequent payments under this Contract shall be made in BDT. The price offered by the Quotationer, if accepted shall remain fixed for the duration of the Contract.
13. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit certified photocopies of latest documents related to valid Trade License, Tax Identification Number (TIN) and VAT Registration Number without which the Quotation may be considered non-responsive.
14. Quotations shall be evaluated based on information and documents submitted with the Quotations, by the Evaluation Committee and, at least three (3) responsive Quotations will be required to determine the lowest evaluated responsive Quotations for award of the Contract.
15. In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. In case of quotation submitted on Lump-sum basis, if anomalies found between figures and words, the words will prevail. Quotationer shall remain bound to accept the arithmetic corrections made by the Evaluation Committee.
16. The supply of Goods and related services shall be completed within **30 days** from the date of signing of contract agreement.
17. The Purchase Order that constitutes the Contract binding upon the Supplier and the Procuring Entity shall be issued within **7 days** of receipt of approval from the Approving Authority.
18. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

Rashed Morshed
16/11/22

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Rashed Morshed
Superintending Engineer (Procurement)
Bangladesh-China Power Company (Pvt.) Limited
UTC Building (Level-05), 8 Panthapath, Kawran Bazar,
Dhaka-1215, Bangladesh.
e-mail: rashedmorshed@bcpcl.org.bd

Distribution:

1. Notice Board.
2. Office File.



Bill of Quantities

Issued Ref.: BCPCL/Procurement/Rfq/2022-23/1116.02

Issued On: November 16, 2022

Sl.	Description of Work	Unit	Qty	Unit Price in BDT (Including VAT & IT)	Total Price in BDT (Including VAT & IT)
1	2	3	4	5	6
1	9U Network Rack	Pcs	15		
2	32U Network Rack	Pcs	1		
3	22U Network Rack	Pcs	1		
4	Mikrotik CCR2116-12G-4S+ (Core Router)	Pcs	1		
5	2KVA Online UPS	Pcs	2		
6	2 Ton Inverter Air Conditioner	Pcs	1		
7	Automatic Dehumidifier	Set	2		
8	Rodent Repellent System	Set	2		
9	24 Port Gigabit Switch 2 Port SFP	Pcs	20		
10	SFP 10 Port Layer 3 Managed Network Switch	Pcs	4		
11	Cat-6 UTP Network Cable	Box	10		
12	Underground Armored Optical Fiber 24 Core	Meter	3000		
13	Outdoor Armored Optical Fiber 4 Core	Meter	4000		
14	2 Inch HDPE Duct Pipe	Meter	4000		
15	Cable Manager	Pcs	6		
16	Optical Fiber Patch Cord	Pcs	50		
17	SFP Module	Pair	20		
18	4 Port TJ Box	Pcs	10		
19	8 Port TJ Box	Pcs	10		
20	Fiber Optic Patch Panel 24 Port (ODF)	Pcs	3		
21	RJ 45 Connector (1 Box 100Pcs)	Box	4		
22	Surveillance Camera with NVR	Set	2		
23	Access Control for Server Room	Set	2		
24	Earthing system with Bar	Set	2		
25	MK Socket and MK Box	Set	20		
26	4 Core 4x3.0 mm BYA Power Cable	Coil	2		
27	Powerful Lightweight Handy OTDR Machine	Pcs	1		
28	Drill Machine with Related Accessories	Set	1		
29	5 Step Aluminum Platform ladder	Pcs	1		
30	12 Inch Diameter Digital Distance Measuring Wheel	Pcs	1		



31	Fiber Optic Cable Outdoor Bottle TJ Box	Pcs	2		
32	Fiber Optic Cable Laser tester (VFL)	Pcs	2		
33	Raised Floor for IB Server Room	Sqft	70		
34	Ramp for Raised Floor	Job	1		
35	Installation Accessories: PVC pipe, Flexible Pipe, Channel, Screw, Cable Tie, Cable Clip, PVC Tape, GI Wire, etc.	Lot	1		
36	Installation Cost, Transportation and Overheads	Job	1		
Subtotal (Part A)				Total=	

Part B (Network Maintenance)

Sl.	Description of Work	Unit	Qty	Unit Price in BDT (Including VAT & IT)	Total Price in BDT (Including VAT & IT)
1	2	3	4	5	6
37	Optical fibre to RJ45 Media Converter & Adapter 10/100/1000	Pair	10		
38	Underground Armored Optical Fiber 24 Core	Meter	3000		
39	Installation of the Optical Fiber 24 Core Cable	Job	1		
40	2 Inch HDPE Duct Pipe	Meter	3000		
41	14-slot media converter chassis	Pcs	2		
42	10 pcs Silicon Glue with one dispensing Gun	Pcs	10		
43	TV Adapter for SONY and SAMSUNG TV (12volt 5amp)	Pcs	10		
44	Caller ID Telephone Set	Pcs	1		
45	Telephone Cable 2Pair (4 core)	Meter	100		
46	RJ11 connector (Telephone)	Pcs	100		
47	Coaxial cable Connector for Splitter	Pcs	100		
48	Tools Carrying Bag	Pcs	1		
49	CAT6 Cable junction box or Coupler for Cable extension	Pcs	200		
50	DJI Mavic 2 Pro Drone battery	Pcs	2		
51	DJI Mavic 2 Pro Propellers(4pcs)	Set	4		
52	DJI Mavic 2 Pro Propeller Guard	Set	1		
Subtotal Part B				Total=	
Grand Total (Part A + Part B) including VAT & IT					



Total Price Including VAT & IT (in words)	
Goods to be supplied to	Payra 1320MW TPPP Site.
Delivery Goods & Related Services	30 days from the date of signing of the contract agreement.

[Insert number] number corrections made by me/us have been duly initialed in this BoQ.

Signature of the Quotationer with Seal	Date:
Name of the Quotationer	

Note:

1. Col. 1, 2, 3 & 4 to be filled in by the Procuring Entity and Col. 5 & 6 by the Quotationer.
2. Rates or Prices shall include profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges earlier paid or to be paid under the Applicable Law, if the Contract is awarded; including transportation, insurance etc. Whatsoever



Technical Specification of the Goods Required

Issued Ref.: BCPCL/Procurement/RFQ/2022-23/1116.02

Issued On: November 16, 2022

Sl.	Description of Work	Unit	Qty	Bidder's Offer
1	2	3	4	
1	<p>9U Network Rack:</p> <p>Key Features:</p> <p>Dimension: 600mm*450mm*380mm</p> <p>Front Door: Tempered Glass side with Advanced Swivel Lock</p> <p>Side Panels: Solid Side Panel with Side Lock</p> <p>Anti-Dust Cable Entry: Convenient Cable brush panel for both cable entry and anti-dust</p> <p>Cooling Fan: Preinstalled 2pcs FAN with UK Power Cord on Top Loading</p> <p>Capacity: Welded Frame Structure ensues over 60KG loading capacity.</p> <p>Adjustable front and rear vertical rails.</p> <p>Preferred Brand: SafeNet or Toten or Equivalent</p>	Pcs	15	
2	<p>32U Network Rack</p> <p>Key Features:</p> <p>Dimension: 600mm*1000mm*1550mm</p> <p>Perforation: More than 75% front to Back</p> <p>Front Door: Perforated front door with two locks and open on either side (Left or Right Opening)</p> <p>Rear Door: Lockable and removable double Section (Vertical Split) perforated rear door.</p> <p>Side Panels: Double Section (Horizontal Split) solid side panels with two security key locks and quick-release slide latches.</p> <p>Bottom Plate: Heavy duty bottom plate with strengthened RIB with 150 Kgs loading capacity</p> <p>Anti-Dust Cable Entry: Convenient cable brush panel on top and bottom for both cable entry and anti-dust.</p> <p>Cooling Fan: 6pcs/4pcs FAN with UK Power Cord on Top Upgrading</p> <p>Provision: Optional Air Distribution to pull hot air out of the Cabinet</p> <p>Preferred Brand: SafeNet or Toten or Equivalent</p>	Pcs	1	



Sl.	Description of Work	Unit	Qty	Bidder's Offer
1	2	3	4	
3	22U Network Rack <u>Key Features:</u> Dimension: 600mm*800mm*1166mm Front Door: Tempered Glass side with Advanced Swivel Lock Rear Door: Lockable and removable perforated rear door. Side Panels: Solid side panels with security key locks and quick-release slide latches Bottom Plate: Heavy duty bottom plate with strengthened RIB with 150 Kgs loading capacity Anti-Dust Cable Entry: Convenient cable brush panel on top and bottom for both cable entry and anti-dust. Cooling Fan: Pre-installed 4pcs FAN with UK Power Cord on Top Preferred Brand: SafeNet or Toten or Equivalent	Pcs	1	
4	Core Router: Preferred Brand: Mikrotik or Equivalent Model: Mikrotik CCR2116-12G-4S+ Router or equivalent Features: Frequency: 2 GHz, CPU: 16 Core Ram: 16 GB, Storage size: 128 MB 10/100/1000 Ethernet ports: 13 SFP+ ports: 4	Pcs	1	
5	2KVA Online UPS Preferred Brand: Apollo or Powerguard or Equivalent	Pcs	1	
6	2 Ton Inverter Air Conditioner Preferred Brand: General or Equivalent	Pcs	1	
7	Automatic Dehumidifier Specification: Dehumidifier Volume 30 Letter. Water Full Indicator. Self-Diagnosis And Healthy Filter. External Drain Connector. Real-Time Display of Ambient Humidity. Water Flow Protector and Filter Cleaner Remainder.	Set	2	
8	Rodent Repellant System Devices:	Set	2	



Sl.	Description of Work	Unit	Qty	Bidder's Offer
1	2	3	4	
	<ul style="list-style-type: none"> Controller: Torrant V2, VHFO LP 24-V2, VHFO V2 Transducer: Miste, Stream Software: CRMS Software <p>Additional information: Sensors supported: Transducer Monitoring: CRMS Software Operating System: Linux inside Regulatory Approvals: CE, RoHS, EN51055, EN50121-3-2</p>			
9	24 Port Gigabit Switch 2 Port SFP Preferred Brand: Cisco or Equivalent.	Pcs	20	
10	SFP 10 Port Layer 3 Managed Network Switch Preferred Brand: Cisco or Equivalent	Pcs	4	
11	Cat-6 UTP Network Cable Preferred Brand: Rosenberger or Equivalent	Box	10	
12	Underground Armored Optical Fiber 24 Core Preferred Brand: Bangladesh Cable Shilpa Limited or Birla or BRB or Equivalent	Meter	3000	
13	Underground Armored Optical Fiber 4 Core Preferred Brand: Bangladesh Cable Shilpa Limited or Birla or BRB or Equivalent	Meter	4000	
14	2 Inch HDPE Duct Pipe Specification:(Size/Diameter 2 Inch, Thickness:40mm) Preferred Brand: Navana or Bangladesh Cable Shilpa Limited or Equivalent	Meter	4000	
15	Cable Manager 12 slots 1U Cable Management Panel Preferred Brand: Linkbasic or AMP or Equivalent	Pcs	6	
16	Optical Fiber Patch Cord Preferred Brand: Fons or Equivalent	Pcs	50	
17	SFP Module Preferred Brand: Mikrotik or Equivalent	Pair	20	
18	4 Port TJ Box Preferred Brand: TV or Equivalent	Pcs	10	
19	8 Port TJ Box Preferred Brand: TV or Equivalent	Pcs	10	
20	Fiber Optic Patch Panel 24 Port (ODF) Preferred Brand: Enet or Systemax or	Pcs	3	



Sl.	Description of Work	Unit	Qty	Bidder's Offer
1	2	3	4	
21	RJ 45 Connector (1 Box 100Pcs) Preferred Brand: Micronet or Equivalent	Box	4	
22	Surveillance Camera with NVR Hikvision or Dahua or Equivalent	Set	2	
23	Access Control for Server Room Preferred Brand: Zktecho or Virdi or Equivalent Specification: Access control system for server room, EM locks, U and ZL brackets, Push Button for Emergency Exit, Power Cable, Adapter, Socket, and Connector.	Set	2	
24	Earthing system with Bar Specification: Copper bar Length: 3 Meters Copper bar Diameter: 12mm	Set	2	
25	MK Socket and MK Box Preferred Brand: Superstar or Equivalent	Set	20	
26	BRB 4 Core 4x3.0 mm BYA Power Cable Preferred Brand: BRB or BBS or Equivalent	Coil	2	
27	Powerful Lightweight Handy OTDR Machine Preferred Brand: EXFO MaxTester 715B or equivalent.	Pcs	1	
28	Drill Machine with Related Accessories Preferred Brand: Bosch or Equivalent.	Set	1	
29	5 Step Aluminum Platform ladder Preferred Brand: Total or Equivalent	Pcs	1	
30	12 Inch Diameter Digital Distance Measuring Wheel Preferred Brand: Asaki or Equivalent	Pcs	1	
31	Fiber Optic Cable Outdoor Bottle TJ Box Preferred Brand: TV or Equivalent	Pcs	2	
32	Fiber Optic Cable Laser tester (VFL) Laser Range: 50KM or More Preferred Brand: AC-Net or Equivalent	Pcs	2	
33	Raised Floor for IB Server Room Specification: Panel Material: Aluminum Checkered Sheet Panel Thickness: 4mm Panel Diameter: 2 Feet * 2 Feet Panel Leg Material: Aluminum Panel Leg Thickness: 1.5mm	Sqft	70	



Sl.	Description of Work	Unit	Qty	Bidder's Offer
1	2	3	4	
	Panel Leg Diameter: 1.25 Inch * 1.25 Inch			
34	Ramp for Raised Floor Specification Length: 4 Feet Width: 3 Feet Panel Material: Aluminum Checkered Sheet Panel Thickness: 4mm Panel Diameter: 2 Feet * 2 Feet Panel Leg Material: Aluminum Panel Leg Thickness: 1.5mm Panel Leg Diameter: 1.25 Inch * 1.25 Inch	Job	1	
35	Installation Accessories: PVC pipe, Flexible Pipe, Channel, Screw, Cable Tie, Cable Clip, PVC Tape, GI Wire, etc. Good Quality Product	Lot	1	

Part B

Sl.	Description of Work	Unit	Qty	Bidder's Offer
1	2	3	4	
36	Optical fiber to RJ45 Media Converter & Adapter 10/100/1000 Preferred Brand: 6COM or Equivalent	Pair	10	
37	Underground Armored Optical Fiber 24 Core Preferred Brand: Bangladesh Cable Shilpa Limited or Birla or BRB or Equivalent	Meter	3000	
38	2 Inch HDPE Duct Pipe Specification:(Size/Diameter 2 Inch, Thickness:40mm) Preferred Brand: Navana or Bangladesh Cable Shilpa Limited or Equivalent	Meter	3000	
39	14-slot media converter chassis Preferred Brand: TP-Link or Equivalent	Pcs	2	
40	10 pcs Silicon Glue with one dispensing Gun Preferred Brand: OCI or Equivalent	Pcs	20	



Sl.	Description of Work	Unit	Qty	Bidder's Offer
1	2	3	4	
41	TV Adapter for SONY and SAMSUNG TV (12volt 5amp) (Standard Product/ Durable)	Pcs	5+5	
42	Caller ID Telephone Set Preferred Brand: Panasonic or Equivalent	Pcs	1	
43	Telephone Cable 2Pair (4 core) (Standard Product/ Durable)	Meter	100	
44	RJ11 connector (Telephone) Preferred Brand: Micronet or Equivalent	Pcs	100	
45	Coaxial cable Connector for Splitter (Standard Product/ Durable)	Pcs	100	
46	Tools Carrying Bag Preferred Brand: Toolsen or Ingco or Equivalent	Pcs	1	
47	CAT6 Cable junction box or Coupler for Cable extension (Standard Product/ Durable)	Pcs	200	
48	DJI Mavic 2 Pro Drone battery	Pcs	2	
49	DJI Mavic 2 Pro Propellers(4pcs)	Set	4	
50	DJI Mavic 2 Pro Propeller Guard	Set	1	



Letter of Invitation

Issued Ref.: BCPCL/Procurement/RFQ/2022-23/1116.02

Issued On: November 16, 2022

Name Address of the contractor

This is to notify you that your **Quotation** datedfor the execution of the Works and physical services named **“West Side Living Area Network Expansion Project” & Network Maintenance at Payra 1320MW TPP site** for the Contract Price of **BDT** only including VAT & IT as corrected, has been approved by the competent authority.

You are thus requested to attend the office of the undersigned to sign the Contract within **2 (two) days** of issuing this Letter of Invitation; but in no case later than.....

You may proceed with the execution of the Works only upon signing the Contract. You may also please note that this invitation 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.

(Rashed Morshed)
Superintending Engineer
Bangladesh-China Power Company (Pvt.) Limited
Level# 05, UTC Building, 8 Panthapath, Kawran Bazar,
Dhaka-1215.



Contract Agreement

THIS AGREEMENT made on this [insert day] day of [insert month and year] 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 Quotation for certain Works and physical services named "**West Side Living Area Network Expansion Project**" & **Network Maintenance at Payra 1320MW TPP site** and has accepted the Quotation submitted by the Quotationer for the execution of those works in the sum of Taka [insert Contract price in figures and in words] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSED 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 hereinafter referred to.
2. The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) the signed Contract Agreement
 - (b) the Letter of Invitation
 - (c) the Conditions of Contract
 - (d) the Specifications
 - (e) the Design and Drawings
 - (f) the priced Bill of Quantities
 - (g) any other document listed anywhere in 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 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 Purchaser

For the Contractor

Signature

Name

Designation

In the presence of

Name



Terms and Conditions
for
“West Side Living Area Network Expansion Project” & Network
Maintenance at Payra 1320MW TPP site

1. Terms and Conditions contained herein shall be binding upon both the Procuring Entity and the Supplier for the purpose of administration and management of this Contract.
2. Implementation and interpretation of these Terms and Conditions shall, in general, be under the purview of Procurement Procedures of BCPCL.
3. The Supplier shall have to complete the delivery in all respects within **30 days** of contract agreement signed in between the parties in conformity with the Terms and Conditions.
4. *The Supplier shall submit necessary Installation Plan and relevant single line diagrams prior to the commencement of physical service to BCPCL and take necessary approval from the competent authority.*
5. The Supplier shall be entitled to an extension of the Delivery Schedule if the Procuring Entity delays in receiving the goods and related services or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
6. All delivery under the Contract shall at all times be open to examination, inspection, measurements, testing, commissioning, and supervision of the Procuring Entity or his/her authorized representative.
7. The Procuring Entity shall check and verify the delivery made by the Supplier in conformity with the Technical Specifications and notify the Supplier of any Defects found.
8. If the Goods are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the supplies by giving due notice to the Supplier, with reasons.
9. The Supplier shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
9. The Supplier's rates or prices shall be inclusive of profit and overhead and, all kinds of taxes, duties, fees, levies, and other charges to be paid under the Applicable Law.
10. *Any form of testing and commissioning during the process needs to be performed in front of the designated officials of BCPCL.*
11. The total Contract Price is BDT [insert figure] [in words].
12. Notwithstanding any other practice, the payment shall be made based on the actual delivery of goods on the basis of the quantity of each item of Goods in accordance with the BoQ, Specifications and successful completion of installation, testing & commissioning and duly accepted by BCPCL.
13. The Procuring Entity shall retain from the contract value due to the Supplier at the rate of **5 (Five) Percent** as Retention Money until completion of the Warranty period. It will be retained from the final payment made to the awarded supplier.
14. The Supplier shall repair/replace the goods covered by the Warranty period within 15 days of being notified by the Procuring Entity of the occurrences of any defect.
15. The minimum Warranty Period of the Supplies shall be **12 months** starting from the date of successful completion of Supply, Installation, Testing & Commissioning by the Supplier and acceptance by the BCPCL.
16. After the Warranty Period has passed and the notified defects are corrected and, the Procuring Entity shall release **5 (Five) Percent** Retention Money to the supplier.



17. The Warranty Period may be extended for as long as the Defects notified by the Procuring Entity remain to be corrected.
18. If the Supplier has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the Defects corrected by it, and the Supplier shall remain liable to pay the expenditures incurred on account of correction of such Defects.
19. The Supplier shall remain liable to fulfil the obligations under the Applicable Law.
20. No works under Extra Work Orders shall be permissible and, works under Variation Orders (except in case of Lump-sum basis) shall under no circumstances exceed twenty (20) percent of the Contract Price subject to threshold specified in the Procurement Procedures and Delegation of Financial Power-2019 of Bangladesh China Power Company (Pvt.) Limited.
21. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Conditions of Contract in line with Rules, where necessary.
22. The Firm shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works, and the Procuring Entity shall do so upon deciding that the work is completed.
23. The Procuring Entity shall, within 07 (Seven) working days after receiving the Firm's application:
 - i. issue the Completion Certificate to the Firm stating that the Works were completed in accordance with the Contract, or
 - ii. reject the application, giving reasons and specifying the works required to be done/redone by the Firm to enable issuance of the Completion Certificate.
24. The Supplier shall keep the Procurement Entity harmless and indemnify from any claim, loss of property or life to himself/herself, his/her workmen or staff, any staff of the Procurement Entity or any third party while delivering the Goods and related services.
25. Any claim arising out of delivery of Goods and related services shall be settled by the Supplier at his/her own cost and responsibility.
26. Damage to the Goods during the Warranty Period shall be remedied by the Supplier at the Supplier's own cost, if the damage arises from the supply and installation by the Supplier.
27. No modification to Scope of Supply and no Variations to the quantities ordered shall be permissible under any circumstances.
28. The Procuring Entity contracting shall amend the Contract incorporating required approved changes subsequently introduced to the original Terms and Conditions in line with the applicable law, where necessary.
29. The Procuring Entity may, by written Notice sent to the Supplier, terminate the Contract in whole or in part at any time, if the Supplier:
 - a. fails to deliver Goods and related services as per Delivery Schedule and Specifications.
 - b. in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in delivery of goods and related services.
 - c. fails to perform any other obligation(s) under the Contract.
30. The Procuring Entity and the Supplier shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.
31. The Supplier shall be subject to, and aware of provision on corruption, fraudulence, collusion and coercion with the applicable law.



