

BANGLADESH-CHINA POWER COMPANY LTD.

ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified (A Joint Venture of CMC and NWPGCL)

UTC Building (Level-5), 8 Panthapath, Kawran Bazar, Dhaka-1215, Bangladesh Phone No. 48118307, 48118308, Web: www.bcpcl.org.bd, E-mail: info@bcpcl.org.bd

REQUEST FOR QUOTATION FOR

Procurement of O&M Dormitory, OD-01, OD-02 & VIP Guest House Maintenance and Renovation at Payra 1320MW TPP of BCPCL

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

Issued Ref.: BCPCL/Procurement/RFQ/2024-25/1230.01

Issued On: December 30, 2024

Date of Submission: January 08, 2025





BANGLADESH-CHINA POWER COMPANY LTD.

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(A Joint Venture of CMC and NWPGCL)
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To

- 1. Bangladesh-China Power Company Ltd. 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 and Design & Drawings for the intended Works and physical 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 is being requested on Unit-Rate/Lump-sum basis.
- 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 execution of the Works (if awarded) respectively.
- 6. Quotation in a sealed envelope or by fax or through electronic mail on or before 12:30 PM on January 08, 2025. The envelope containing the Quotation must be clearly marked "Procurement of O&M Dormitory, OD-01, OD-02 & VIP Guest House Maintenance and Renovation at Payra 1320MW TPP of BCPCL" and "DO NOT OPEN before 1:00 P.M. on January 08, 2025". 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. Quotation shall be submitted as per Bill of Quantities of Works and physical services.
- 10. All Quotations must be valid for a period of at least 60 (Sixty) days from the closing date of the Quotation.

- 11. No public opening of Quotations received by the closing date shall be held.
- 12. 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.
- 13. 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.
- 14. Quotationer shall have legal capacity to enter into Contract. Quotationer, in support of its qualification shall be required to submit the following certified photocopies of latest documents:
 - valid Trade License:
 - ii) Tax Identification Number (TIN);
 - VAT Registration Number; iii)
 - The Quotationer shall have Specific Experience of Works Contract value not less than BDT iv) 1,000,000.00 (ten lac) only in last 03 (three) years in Govt./Semi Govt./ Autonomous/ Govt. Company/ Coal Based power Plant; and
 - V) Bank Solvency Certificate

Failure to submit such documents shall cause rejection of Quotation.

- 15. 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.
- 16. 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.
- 17. The execution of Works and physical services shall be completed within 60 (sixty) days from the date of signing of contract.
- 18. Letter inviting the successful Quotationer to sign the Contract shall be issued within 02 (two) days of receipt of approval from the Approving Authority. The Contract shall have to be signed within 02 (two) days of issuing such Letter of Invitation.
- 19. The Procuring Entity reserves the right to reject all the Quotations or annul the procurement proceedings.

30 12 2024

Superintending Engineer (Procurement) Bangladesh-China Power Company Ltd.

UTC Building (Level-05), 8 Panthapath, Kawran Bazar,

Dhaka-1215, Bangladesh.

e-mail: rashedmorshed@bcpcl.org.bd

Distribution:

- 1. Notice Board.
- 2. Office File.



Quotation Submission Letter

Issued Ref.: BCPCL/Procurement/RFQ/2024-25/1230.01

Issued On: December 30, 2024

Superintending Engineer (Procurement)
Bangladesh-China Power Company Ltd.
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 Works and physical services named Procurement of O&M Dormitory, OD-01, OD-02 & VIP Guest House Maintenance and Renovation at Payra 1320MW TPP of BCPCL.

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 23 (e) of the Conditions of Contract 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 December 30, 2024.

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:

Price Schedule

SI. No.	Procurement Name	Quantity	Unit	Unit Price including VAT (BDT)	Total Price including VAT (BDT)
1	OD-01, OD-02 & VII	Guart House	Panauation	5	6=5*4
1	Interior premium acrylic emulsion painting (silky finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of interior emulsion paint spreading by brush/roller/spray & necessary scaffolding etc. up to desired finishing, elapsing specified time for drying or recoating; all complete in all floors and accepted by the Engineer-in-charge.	Sqm	4,666.00		
2	Exterior premium acrylic emulsion paint of approved best quality and color with high performance against dirt picking tendency and efflorescence resistance properties along with water resisting properties and resistance properties against fungi, fading and flaking from authorized local agent of the manufacturer in a sealed container; applying to exterior surface with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary exterior sealer of specified brand on prepared surface; then applying necessary exterior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of exterior emulsion paint spreading by brush/roller/spray & necessary scaffolding	Sqm	1,414.00		



	etc. up to desired finishing, elapsing				
	specified time for drying or recoating; all				
	complete in all floors and accepted by the				
	Engineer-in-charge.				
	Flush pointing to brick wall with cement				
					TOTAL SERVICE
	sand (F.M. 1.2) mortar (1:2) with cement			Late waste	
	including raking out the joints, curing at				
3	least for 7 days, cost of water, electricity,	Sqm	360.00		
3	scaffolding and other charges etc. all	Sqiii	300.00		
	complete in all respect as per drawing and				
	accepted by the Engineer-in-charge.				
	(Cement: CEM-II/B-M)				
	Silicon based water repellent of				
	approved quality delivered from				
	authorized local agent of the manufacturer				
	in a sealed container; surface preparation				
	including cleaning, drying, making free				
	from dirt, grease, wax, removing all				
	chalked and scaled materials, fungus,				
	mending good the surface defects using				
4	sand paper and necessary scaffolding;	Sqm	1,180.00		
	applying 3 coats of silicon based water	- 1			
	repellent on exposed brick surface/fair				
	face surface spreading by				
	brush/roller/spray & necessary scaffolding				
	etc. up to desired finishing, elapsing				
	specified time for drying or recoating; all				
	complete in all floors and accepted by the				
	Engineer-in-charge.				
	O&M Dormi	tory Renovati	ion		
	Interior standard acrylic emulsion paint			CAN COLOR DE LA CO	
	Interior standard acrylic emulsion paint (plastic or matt finish) of approved best				
	(plastic or matt finish) of approved best				
	(plastic or matt finish) of approved best quality and colour delivered from				
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer				
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior				
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation				
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free				
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all				
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus,				
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all				
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus,				
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding;	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling,	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of interior emulsion paint spreading by	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of interior emulsion paint spreading by brush/roller/spray& necessary scaffolding	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of interior emulsion paint spreading by brush/roller/spray& necessary scaffolding etc. up to desired finishing, elapsing	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of interior emulsion paint spreading by brush/roller/spray& necessary scaffolding etc. up to desired finishing, elapsing specified time for drying or recoating; all	Sqm	2150.00		
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of interior emulsion paint spreading by brush/roller/spray& necessary scaffolding etc. up to desired finishing, elapsing specified time for drying or recoating; all complete in all floors and accepted by the	Sqm	2150.00		
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of interior emulsion paint spreading by brush/roller/spray& necessary scaffolding etc. up to desired finishing, elapsing specified time for drying or recoating; all complete in all floors and accepted by the Engineer-in-charge.				
5	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of interior emulsion paint spreading by brush/roller/spray& necessary scaffolding etc. up to desired finishing, elapsing specified time for drying or recoating; all complete in all floors and accepted by the Engineer-in-charge. Exterior standard acrylic emulsion paint	Sqm	2150.00		
	(plastic or matt finish) of approved best quality and colour delivered from authorized local agent of the manufacturer in a sealed container; applying to interior wall and ceiling with surface preparation including cleaning drying, making free from dirt, grease, wax, removing all chalked and scaled materials, fungus, mending good the surface defects using sand paper and necessary scaffolding; applying necessary interior sealer of specified brand on prepared surface; then applying necessary interior putty of specified brand for levelling, spot filling, crack filling and cutting by sand paper/zero water paper; finally applying 2 coats of interior emulsion paint spreading by brush/roller/spray& necessary scaffolding etc. up to desired finishing, elapsing specified time for drying or recoating; all complete in all floors and accepted by the Engineer-in-charge.				

	water resisting properties and resistance				
	properties against fungi, fading & flaking				
	delivered from authorized local agent of the				
	manufacturer in a sealed container;				
	applying to exterior surface with surface				
1200	preparation including cleaning, drying,				
	making free from dirt, grease, wax,				
1	removing all chalked and scaled materials,				
	fungus, mending good the surface defects				
	using sand paper and necessary				
	scaffolding; applying necessary exterior				
	sealer of specified brand on prepared				
	surface; then applying necessary exterior				
	putty of specified brand for levelling, spot				
	filling, crack filling and cutting by sand				
	paper/zero water paper; finally applying 2				
	coats of exterior emulsion paint spreading				
	by brush/roller/spray & necessary				
	scaffolding etc. up to desired finishing,				
	elapsing specified time for drying or recoating; all complete in all floors and				
7	accepted by the Engineer-in-charge.				
/	Standard synthetic enamel paint of				
	approved best quality and colour delivered				
	from authorized local agent of the				
	manufacturer in a sealed container, having				
	high water resistance, high bondibility,				
	flexibility property; using specified brand	0	105.00		Independent of the
12.6	thinner applying to metallic or wooden	Sqm	125.00		
	surface by brass/roller/spray in 2 coats over				A Marie Control of
	single coat anti-corrosive coating including				
	cleaning, drying, making free from dirt,				
	grease, wax, removing all chalked and				
	scaled materials, all complete in all floors				
	and accepted by the Engineer-in-charge.				
8	Silicon based water repellent of approved		The state of the	1020	
	quality delivered from authorized local				
	agent of the manufacturer in a sealed		1100000		
	container; surface preparation including				
	cleaning, drying, making free from dirt,				
	grease, wax, removing all chalked and				
Page 1	scaled materials, fungus, mending good the				
	surface defects using sand paper and	Cama	945.00		
	necessary scaffolding; applying 3 coats of	Sqm	845.00		
	silicon based water repellent on exposed				
	brick surface/fair face surface spreading by				
100	brush/roller/spray & necessary scaffolding				
	etc. up to desired finishing, elapsing				
	specified time for drying or recoating; all				
	complete in all floors and accepted by the				
	Engineer-in-charge.				
9	Flash Tank		1,025-53		
	Soft close: yes	Nos.	9		
1	Flush Type: Dual Flush	1103.			



	Flush Capacity: 4-5 L Suitable for RAK Washington model or Equivalent			
10	Push Shower Push Shower Red Bronze Finish - Red Bronze Body - PVC Brand: Sharif or Equivalent	Nos.	10	
	Total Price Including Vat	& Tax (BD	T)	

Total Price (in words)	
Works to be executed in	Payra 1320 MW TPP, Dhankhali, Kalapara, Patuakhali, Barishal.

[.....] 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 & 7 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 up to the point of delivery of Goods and related services in all respects to the satisfaction of the Procuring Entity.





BANGLADESH-CHINA POWER COMPANY LTD.

ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified (A Joint Venture of CMC and NWPGCL)

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Invitation for signing Contract

Issued Ref.:	Insert Date:
[name of Contractor] [address]	
services named Procurement of O&M Dorr	ated [dd/mm/yy] for the execution of the Works and physica mitory, OD-01, OD-02 & VIP Guest House Maintenance and PCL for the Contract Price of Tk [state amount in figures and y the competent authority.
You are thus requested to attend the office o issuing this Letter of Invitation; but in no cas	of the undersigned to sign the Contract within 02 (two) days of the later than [specify dd/mm/yy].
	orks only upon signing the Contract. You may also please note that this Contract which shall become binding upon you.
We attach the draft Contract and all other doc	cuments for your perusal.
Attachment: Draft Contract	Signature of the Procuring Entity with name and designation



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 Procurement of O&M Dormitory, OD-01, OD-02 & VIP Guest House Maintenance and Renovation at Payra 1320MW TPP of BCPCL 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



Conditions of Contract

for

Procurement of O&M Dormitory, OD-01, OD-02 & VIP Guest House Maintenance and Renovation at Payra 1320MW TPP of BCPCL

- 1. Conditions of Contract contained herein shall be binding upon both the contracting parties for the purpose of administration and management of this Contract.
- 2. Implementation and interpretation of these Conditions of Contract shall, in general, be under the Procurement Procedure of Bangladesh-China Power Company Limited.
- 3. The Contractor shall have to commence the works after signing of contract agreement and shall execute works and related servicing works and complete in conformity in all respects with the provisions of the Contract within 60 (sixty) days.
- 4. The Contractor shall immediately submit to the Procuring Entity a Programme of Works showing the timing for all the activities and components of Works.
- 5. The Contractor shall maintain Pro Rata progress of the Works. Progress shall be determined in terms of the value of the works executed.
- 6. The Contractor shall be entitled to an extension of the Intended Completion Date if the Procuring Entity delays in handing over the Site or if Force Majeure situation occurs or for any other reasons acceptable to the Procuring Entity on justifiable grounds duly recorded.
- 7. The Procuring Entity shall check and verify the Works executed by the Contractor and notify the Contractor of any Defects found.
- 8. Notwithstanding any testing and examination, the Procuring Entity by visual inspection or field tests may instruct the Contractor to:
 - a. remove and replace any works or part thereof which is not in accordance with the Contract,
 - b. remove and re-execute any other work or part thereof which is not in accordance with the Contract, and
 - c. execute any work which is urgently required for the safety of the Works.
- 9. The Contractor shall submit to the Procuring Entity the progressive invoices for estimated value of works executed less the cumulative amount certified previously.
- 10. The Contractor shall be entirely responsible for payment of all taxes, duties, fees, and such other levies under the Applicable Law.
- 11. Notwithstanding any other practice, the method of measurement and mode of payment shall be based on the type of the Contract corresponding to the Bill of Quantities:

Unit-rate Basis

Measurement shall be made of the net quantity of each item of the Works actually executed in accordance with the Bill of Quantities. The Procuring Entity shall make payments to the Contractor in Taka currency, while the Final payment shall be made upon fulfilment of all contractual obligations by the Contractor.

12. The Contractor'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.



- 13. The total Contract Price is BDT [insert figure] [in words] Including VAT & TAX.
- 14. 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.
- 15. The Procuring Entity will provide institutional support to ensure proper access of Contractor's authorized staff(s) to the work places.
- 16. In case of any emergencies should come to site, it will be considered as schedule maintenance for that month.
- 17. The Procuring Entity shall retain or in other words deduct from payment at the rate of *5 (Five) Percent* as Retention Money (i.e. the traditional Security Deposit) until completion of the Defect Liability Period of the Works under the Contract.
- 18. The Contractor shall apply by notice to the Procuring Entity for issuing a Completion Certificate of the Works after completion of works and the Procuring Entity shall do so upon deciding that the work is completed.
- 19. The Procuring Entity shall, within 07 (Seven) days after receiving the Contractor's application:
 - a) issue the Completion Certificate to the Contractor stating that the Works were completed in accordance with the Contract, or
 - b) reject the application, giving reasons and specifying the works required to be done/redone by the Contractor to enable issuance of the Completion Certificate.
- 20. The Procuring Entity shall Take-Over the Site and/or the Works not later than 03 (Three) days of issuing the Completion Certificate.
- 21. The Procuring Entity may issue a notice for correction of Defects within 14 (Fourteen) days from the Contractor's request for Final Payment stating the scope of corrections or additions that are necessary.
- 22. The Defects Liability Period (Warranty) of the Works shall be *12 (twelve) months* starting from the date of issuing the Completion Certificate by the Procuring Entity. Within the Defects Liability Period (Warranty), Contractor will be liable to any maintenance or services.
- 23. After the Defects Liability Period (Warranty) has passed and, the Procuring Entity has certified in the form of Defects Corrections Certificate that all Defects notified by the Procuring Entity to the Contractor before the end of this period have been corrected.
- 24. The Defects Liability Period (Warranty) may be extended for as long as the Defects notified by the Procuring Entity remain to be corrected.
- 25. If the Contractor 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 Contractor shall remain liable to pay the expenditures incurred on account of correction of such Defects.
- 26. The Contractor 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 executing the work. Any claim arising out of execution of the works shall be settled by the Contractor at his/her own cost and responsibility.
- 27. Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's own cost, if the loss or damage arises from the Contractor's acts or omissions.



- 28. The Retention Money shall be returned to the Contractor within twenty-one (21) days after expiry of the Defects Liability Period.
- 29. The Procuring Entity may, by written Notice sent to the Contractor, terminate the Contract in whole or in part at any time, if the Contractor:
 - a) fails to sign the Contract or commence the Work within the specified time.
 - b) fails to achieve satisfactory progress of Works in accordance with the Programme of Works.
 - c) fails to complete the Work as per design, drawing and specifications.
 - d) after receipt of a written notice from the Procuring Entity does not remedy its failure within the time period specified therein.
 - e) in the judgement of the Procuring Entity, has engaged in any corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Work.
 - f) fails to perform any other obligation (s) under the Contract.
- 30. The Procuring Entity and the Contractor shall use their best efforts to settle amicably all possible disputes arising out of or in connection with this Contract or its interpretation.

